



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE

REFER TO FILE: **AV-0**

February 20, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LEASE AGREEMENT AND MITIGATED NEGATIVE DECLARATION  
FOR EXECUTIVE HANGAR DEVELOPMENT PROJECT AT  
BRACKETT FIELD AIRPORT, CITY OF LA VERNE  
SUPERVISORIAL DISTRICT 5  
4 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the enclosed Mitigated Negative Declaration for the proposed Brackett Airport Executive Hangar Development project; concur that the project will not have a significant effect on the environment; and find that the Mitigated Negative Declaration reflects the independent judgment of the County.
2. Approve and instruct the Chairman to sign the enclosed Lease Agreement between the County of Los Angeles and Sunrise Pacific Aviation, LLC, for approximately 350,390 square feet of land for construction and operation of aircraft hangars and related aviation office facilities at Brackett Field Airport in the City of La Verne, for a term of 30 years, at an initial monthly rent of \$11,679.67, with reduced rent during the first 12 months, and annual adjustments thereafter based on changes in the Consumer Price Index (CPI), commencing on date of Board approval, and terminating at midnight on January 31, 2037.

3. Adopt the Mitigation Monitoring Measures enclosed in the Mitigated Negative Declaration to ensure compliance with the project and conditions adopted to mitigate or avoid significant effects on the environment.
4. Authorize Public Works to pay the fee of \$1,800 to the State Department of Fish and Game as required by the Public Resources Code.
5. Instruct the Director of Public Works to make the necessary arrangements with the County's contract airport manager and operator for the collection of all rents to be paid.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

We are requesting that your Board approve and instruct the Chairman to sign the enclosed Lease Agreement between the County of Los Angeles and Sunrise Pacific Aviation, LLC, for approximately 350,390 square feet of land for construction and operation of aircraft hangars and related aviation office facilities at Brackett Field Airport in the City of La Verne, for a term of 30 years, at an initial monthly rent of \$11,679.67, with reduced rent during the first 12 months, and annual adjustments thereafter based on changes in the Consumer Price Index (CPI), commencing on date of Board approval, and terminating at midnight on January 31, 2037. We are also requesting that your Board consider and approve the enclosed Mitigated Negative Declaration for the proposed Brackett Airport Executive Hangar Development project; concur that the project will not have a significant effect on the environment; find that the Negative Declaration reflects the independent judgment of the County; and instruct the Director of Public Works to make the necessary arrangements with the County's contract airport manager and operator for the collection of all rents to be paid.

On September 29, 1992, your Board approved the Brackett Field Airport Master Plan. The approved Master Plan recommends the addition of aircraft storage hangars to accommodate the rising demand for these types of facilities. Approval of this lease will allow development of the vacant property into an airport-compatible use which will also increase airport revenues and reduce maintenance costs. The lease will be consistent with the adopted Master Plan and will allow for continued use of under-utilized vacant land while providing a storage facility for the airport users. It also will provide a continued revenue flow to the County's Aviation Enterprise Fund.

The terms of this lease were negotiated by our airport management contractor and appear to be fair and reasonable.

An environmental impact analysis/documentation is a California Environmental Quality Act (CEQA) requirement that is to be used in evaluating the environmental impacts of this project and should be considered in the approval of this project. As the project administrator, we are also the lead agency in terms of meeting the requirements of CEQA.

### **Implementation of Strategic Plan Goals**

This action is consistent with the Strategic Plan Goal of Fiscal Responsibility as awarding this lease will provide more revenue to the County which, in turn, will be used to maintain and upgrade the airports to meet current Federal Aviation Administration standards. It also satisfies the Goal of Service Excellence by providing a more user-friendly, safer airport that will offer additional aircraft storage facilities for airport users at Brackett Field Airport.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund. The proposed project, including filing fees, is estimated to cost \$6,700,000. All costs associated with these improvements, including design, engineering, and construction costs, are the responsibility of the developer.

The initial rental rate for the new lease will be \$11,679.67 per month, with annual cost-of-living adjustments based on the CPI. This initial rent will be reduced during the first 12 months.

Our management contractor, American Airports Corporation (AAC), will collect the revenue. As provided in our airport management contract, AAC will distribute 45 percent of the lease payments into the Aviation Enterprise Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Under the California Environmental Quality Act, any lead agency preparing a Negative Declaration must provide a public notice within a reasonable period of time prior to certification of the Negative Declaration. To comply with this requirement, a Notice of Intent pursuant to Section 21092 of the Public Resources Code was published in the San Gabriel Valley Examiner on August 10, 2006. Copies of the Mitigated Negative Declaration were sent to the San Dimas Library for public review. Notices were also mailed to residents in the vicinity of the project.

The public review period for the Mitigated Negative Declaration ended on August 25, 2006. Comments were received from the City of La Verne during the public review period and have been addressed.

Based upon the Initial Study of Environmental Factors, the Negative Declaration determined that the project would not have a significant effect on the environment. Therefore, approval of the Mitigated Negative Declaration is requested at this time.

#### **ENVIRONMENTAL DOCUMENTATION**

CEQA requires public agency decision makers to document and consider the environmental implications of their action.

A fee must be paid to the State Department of Fish and Game when certain notices required by CEQA are filed with the County Clerk. Upon approval of the Mitigated Negative Declaration by your Board, Public Works will submit \$1,800 to the County Clerk to pay this fee. We will also file a Notice of Determination in accordance with the requirements of Section 21152(a) of the State Public Resources Code.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This project will have no significant impact on current services or projects currently planned.

#### **CONCLUSION**

The original and three (3) copies of the Lease Agreement, executed by Sunrise Pacific Aviation, LLC, are enclosed.

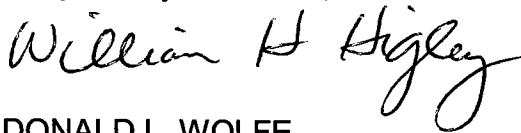
1. Please have the Chairman sign the original and all copies, and return three (3) fully executed, original signature/stamped copies to the Aviation Division.

The Honorable Board of Supervisors  
February 20, 2007  
Page 5

2. It is further requested that conformed copies of the Lease be distributed to:

- a. Assessor, Possessory Interest Division
- b. Auditor-Controller, General Claims Division
- c. County Counsel

Respectfully submitted,



 DONALD L. WOLFE  
Director of Public Works

RLS:hz

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Enc.

cc: Chief Administrative Office  
County Counsel

**INITIAL STUDY OF  
ENVIRONMENTAL FACTORS  
FOR  
BRACKETT AIRPORT  
EXECUTIVE HANGAR DEVELOPMENT**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

**Prepared by**

**County of Los Angeles  
Department of Public Works  
Aviation Division  
900 South Fremont Avenue  
Alhambra, California 91803-1331  
(626) 458-5100  
[www.ladpw.org](http://www.ladpw.org)**

**September 1, 2005**

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- Figure 1-1b Aerial Vicinity Photograph of the Project site.
- Figure 2-1a Site Plan for the proposed Project.
- Figure 2-1b Site Plan for the proposed Project.

## EXHIBITS

- Exhibit A Initial Study and Negative Declaration for Brackett Field Master Plan, dated June 1992
- Exhibit B Brackett Field Master Plan, dated June 1992
- Exhibit C Title 19, Los Angeles County Code, Chapter 19.04, Airports, and Chapter 19.08, Airport Hazards
- Exhibit D CNDDDB Species List Field Descriptions



## I. INTRODUCTION.

### 1.1 Purpose of the Initial Study.

This initial study has been prepared by the Los Angeles County Department of Public Works pursuant to the California Environmental Quality Act of 1970, as amended (Division 13, California Public Resources Code) and the State CEQA Guidelines (Title 14, Division 6, California Code of Regulations) to evaluate the potential environmental impacts that would result from the development of a 8.05 acre parcel of land in the southeast corner of Brackett Airport in La Verne, California (the "Project").

This study has been prepared in accordance with the requirements of California Environmental Quality Act ("CEQA") and the Guidelines for Implementation of the California Environmental Quality Act (State CEQA Guidelines), for the purpose of analyzing the direct, indirect, and cumulative environmental effects of the proposed Project. The State CEQA Guidelines are codified as Section 15000 et seq. of the California Code of Regulations (CCR).

### 1.2 Project Background and Overview.

The County of Los Angeles owns five county airports including Brackett Airport in La Verne. Brackett Airport has a Board-approved Master Plan which recommends that projects be completed in order to improve and upgrade the airport. The Master Plan reserved the southeast corner of the Airport at the proposed Project site for aviation uses, including the development of business aircraft hangars catering to executive transport. The proposed Project is designed to satisfy these objectives by providing a facility with airside hangars and landside offices.

Figure 2-1 the 1992 Initial Study provides a copy of the Airport Layout Plan.

Figure 3-1 of the 1992 Initial Study provides a Regional Location Map.

Figures 1-1a and 1-1b of this study provides an Aerial Vicinity Photograph of the Project site.

Figures 1-2a and 1-2b of this study provides a proposed Site Plan for the proposed Project.

1.3 Statutory Authority. According to Section 15063(a) of the State CEQA Guidelines, following preliminary review, the Lead Agency shall conduct an Initial Study to determine if the Project may have a significant effect on the environment.

If, as a result of the initial study, the Lead Agency finds that there is evidence that any aspect of the proposed Project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze environmental impacts. However, if on the basis of the initial study, the Lead Agency finds that the proposed Project will not cause a significant effect on the environment, either as proposed or as modified to include the mitigation measures identified in the initial study, a Negative Declaration or Mitigated Negative Declaration shall be prepared for that pending action.

Section 15063( d) of the State CEQA Guidelines identifies specific disclosure requirements for inclusion in an initial study. Pursuant to those requirements, an initial study must include the following:

- A description of the Project, including the location of the Project;
- An identification of the environmental setting;
- An identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries. The brief explanation may be either through a narrative or a reference to another information source such as an attached map, photographs, or an earlier environmental impact report or negative declaration. A reference to another document should include, where appropriate, a citation to the page or pages where the information is found;
- A discussion of ways to mitigate any significant effects identified, if any;
- An examination of whether the Project is compatible with existing zoning, plans and other applicable land use controls; and
- The name of the person or persons who prepared or participated in the preparation of the initial study.

#### 1.4 Incorporation by Reference.

Pursuant to Section 15150 of the State CEQA Guidelines this initial study incorporates by reference all or portions of other technical documents that are a matter of public record and either relate to the proposed Project or provide additional information concerning the environmental setting in which the Project is proposed. Where all or a portion of another document is incorporated by reference, the incorporated language shall be considered to be set forth in full as part of the text of this initial study.

The information contained in this initial study is based, in part, on the following related technical documents that include the proposed Project site or provide information addressing the general Project area:

- a. The Initial Study and Negative Declaration for Brackett Field Master Plan, dated June 1992 (hereinafter the "1992 Initial Study"), attached as Exhibit A.
- b. Brackett Field Master Plan, dated June 1992 (hereinafter the "1992 Master Plan"), attached as Exhibit B.
- c. The City of La Verne Master Plan, dated December, 1990, available at [http://elib.cs.berkeley.edu/cgi-bin/doc\\_home?elib\\_id=1806](http://elib.cs.berkeley.edu/cgi-bin/doc_home?elib_id=1806)

- d. County of Los Angeles General Plan, available at [http://elib.cs.berkeley.edu/cgi-bin/doc\\_home?elib\\_id=791](http://elib.cs.berkeley.edu/cgi-bin/doc_home?elib_id=791)
- e. County of Los Angeles Airport Land Use Plan  
[http://planning.co.la.ca.us/ALUC\\_CLUP.pdf](http://planning.co.la.ca.us/ALUC_CLUP.pdf)  
<http://planning.co.la.ca.us/aluc.htm>
- f. Title 19, Los Angeles County Code, Chapter 19.04, Airports, and Chapter 19.08, Airport Hazards, attached as Exhibit C.
- g. Website maintained by the California Air Resources Board at [www.arb.ca.gov](http://www.arb.ca.gov)
- h. Website maintained by the California Department of Conservation at [http://www.consrv.ca.gov/DLRP/fmmp/map\\_products/special\\_maps.htm](http://www.consrv.ca.gov/DLRP/fmmp/map_products/special_maps.htm)
- i. Rarefind 3: A database Application for the Use of the California Department of Fish and Game Natural Diversity Base. Version 3.0.3. California Department of Fish and Game (CDFG), Sacramento, CA, February 5, 2004; and Rarefind Quick Viewer, available at <http://www.dfg.ca.gov/whdab/html/rarefind.html>
- j. City of La Verne Municipal Code, available at [www.ci.la-verne.ca.us](http://www.ci.la-verne.ca.us).

#### 1.5 Entitlements and Regulatory Permits.

The Project may require permits (such as building, wall and grading permits) from the County of Los Angeles. These permits are expected to be granted on the basis of the findings of the CEQA environmental documentation as well as the submittal of other specific information required by the County. The issuance of these regulatory permits would occur after this environmental document has been completed and certified. Therefore, the environmental document shall be prepared prior to the processing of the permits.

#### 1.6 Compatibility With General Plan(s)

The proposed Project is compatible with the General Plan of the City of La Verne<sup>1</sup> which has as its goals the compatibility of Brackett Field with the surrounding neighborhood and uses (Policies 2.1, 2.2 and 2.5 of the General Plan), and the development of better physical and functional integration of Brackett Field into the City of La Verne (Policies 7.1, 7.2, 7.3 and 7.4).

The proposed Project is also compatible with the Master Plan for Brackett Field which has reserved the subject parcel for aviation use, including the development of business aircraft hangars that cater to executive transport. See Page 2-5, of the 1992 Initial Study.

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<sup>1</sup>The General Plan is available online at [http://elib.cs.berkeley.edu/cgi-bin/doc\\_home?elib\\_id=1806](http://elib.cs.berkeley.edu/cgi-bin/doc_home?elib_id=1806)

## 1.7 Determination.

Sections III and IV of this study present a detailed analysis of the potential environmental impacts of the proposed Project. Section IV includes specific mitigation measures to reduce the potential Project impacts to a less-than-significant level. In accordance with Section 21080(c) of CEQA, this study supports the conclusion that the proposed Project does not have a significant adverse impact on the environment after incorporation of the specified mitigation measures.

### ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by the Project. The checked factors would involve at least one "Potentially Significant Impact," as indicated on the checklist on the following pages:

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agricultural Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology/Soils
<input type="checkbox"/> Hazards and Hazardous Materials	<input type="checkbox"/> Hydrology/Water Quality	<input type="checkbox"/> Land Use/Planning
<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise	<input type="checkbox"/> Population/Housing
<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation	<input type="checkbox"/> Transportation/Traffic
<input type="checkbox"/> Utilities/Service Systems	<input type="checkbox"/> Mandatory Findings of Significance	

## DETERMINATION

On the basis of this initial evaluation:

- ☐ I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed Project could have a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed Project MAY have a significant effect on the environment and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed Project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one (1) effect has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed Project could have a significant effect on the environment, because all the potentially significant effects: (1) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable legal standards; and (2) been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## II. PROJECT DESCRIPTION.

2.1 Project Location. The proposed Project site is located in the City of La Verne at the southeast corner of Brackett Airport. The Project site is bounded on the southwest by McKinley Avenue and on the southeast by Fairplex Drive.

2.2 Project Objectives. The proposed Project would provide additional hangar facilities for aircraft based at the airport, facilities to accommodate aviation related businesses that are consistent with the airport and the surrounding areas.

2.3 Environmental Setting. The parcel on which the proposed Project would be developed comprises an area of approximately 8.04 acres and is currently covered with ruderal (weedy) species growing where natural vegetation cover has been disturbed by man. An unused helicopter landing pad is located in the center of the subject parcel. The existing business park is located along the western boundary of the subject parcel. Existing box hangars and access taxiways are located along the northern edge of the subject parcel.

The portion of the Pomona County Fairgrounds on the opposite side of Fairplex Drive from the proposed Project is utilized for the Pomona Raceway.

Beyond the Raceway, the Pomona County Fairgrounds, known as the Fairplex are the home of the Los Angeles County Fair. The Fairplex ground covers 487 acres and includes a horse racing facility with grandstand (Fairplex Park), 12 acres of paved or turfed carnival grounds and approximately 200 acres paved for parking 30,000 vehicles

The hilly terrain to the southwest of the subject parcel directly across McKinley Avenue is utilized by the Mountain Meadows Golf Course and is a part of the Frank G. Bonelli Regional Park.

A more detailed description of the environmental setting of the Airport and the surrounding area is provided in Section 3 of the 1992 Initial Study, a copy of which is attached hereto.

2.4 Project Description. The proposed Project involves the development by a ground lessee of a Project which would include aviation storage hangars along the western edge of the parcel and in the center of the parcel, and aviation hangars with attached offices along the south and east perimeter of the project site. The latter facilities would include space for aviation related businesses such as fixed base operators, aircraft repair and maintenance facilities and flight schools.

The Project would be developed in a single phase. The development of the subject parcel is contemplated in the Initial Study and Negative Declaration for Brackett Field Master Plan, dated June 1992 (hereinafter the "1992 Initial Study").

### III. ENVIRONMENTAL CHECKLIST FORM

#### 3.1 Introduction.

1. Project Title: Brackett Airport Executive Hangar Development
2. Lead agency name and address: County of Los Angeles  
Department of Public Works  
Aviation Division  
900 S. Fremont Avenue  
Alhambra, California 91803-1331
3. Contact person and phone number: Mr. Ted Gustin  
Telephone: (626) 300-4602  
Facsimile: (626) 300-4620
4. Project Location: Brackett Airport  
1615 McKinley Avenue  
La Verne, California 91750
5. Project sponsor's name and address: Los Angeles County  
Department of Public Works  
Aviation Division  
900 South Fremont Avenue  
Alhambra, California 91807-1331
6. General plan designation: Community Facilities (CF-AIR)  
Business and Commercial (BCP)
7. Zoning: Education and Institutions (E) District,  
Light Industrial (I-2),  
Industrial (M-2).
8. Description of the Project: See Section 2.4 hereof
9. Surrounding land uses and setting: See Section 2.3 hereof.
10. Other public agencies whose approval is required: The City of La Verne

### 3.2 Completed Checklist.

The following checklist presents a summary of the potential environmental impacts that could result from the development of the proposed Project. Potential sources of impact are categorized under one of four column headings:

- **Potentially Significant Impact:** A checkmark indicates that there is significant evidence that an effect would be significant, or that further analysis within an environmental impact report is required to make that determination.
- **Less than Significant with Mitigation Incorporated:** A checkmark indicates that it can be reasonably concluded that a potentially significant effect would be avoided or reduced to less-than-significant effect would be avoided.
- **Less Than Significant:** A checkmark indicates that it is clear, based upon the Project characteristics and the affected environment, that the Project's impact would be less-than-significant. No further analysis within an environmental impact report is required.
- **No Impact:** A checkmark indicates that it is clear, based upon the Project characteristics and the affected environment, that the Project would have no effect with respect to the checklist topic in question. No further analysis within an environmental impact report is required.

<b>I. AESTHETICS.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista:			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X	
<b>II. AGRICULTURAL RESOURCES.</b> In determining whether impacts on agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation. Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X



b) Conflict with existing zoning for agricultural use or conflict with a Williamson Act contract?				X
c) Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to non-agricultural use?				X
<b>III. AIR QUALITY.</b> When available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is a non-attainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Would the Project create objectional odors affecting a substantial number of people?			X	
<b>IV. BIOLOGICAL RESOURCES.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling, hydrological interruption or other means?				X

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan or other approved local, regional, or state habitat conservation plan?				X
<b>V. CULTURAL RESOURCES.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?		X		
d) Disturb any human remains, including those interred outside of formal cemeteries?		X		
<b>VI. GEOLOGY AND SOILS.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the state geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	

c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the Project and potentially result in an onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?				X
<b>VII. HAZARDS AND HAZARDOUS MATERIALS.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?:			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within 0.25 miles of an existing or proposed school?				X
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment?			X	
e) Be located within an airport land use plan area or, where such a plan has not been adopted, be within 2 miles of a public airport or public use airport, and result in a safe hazard for people residing or working in the Project area?			X	
f) Be located within the vicinity of a private airstrip and result in a safety hazard for people residing or working in the Project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

<b>VIII. HYDROLOGY AND WATER QUALITY.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, resulting in a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?			X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on site or off site?				X
e) Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantially additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?				X
g) Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary, Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j) Contribute to inundation by seiche, tsunami or mudflow?			X	

<b>IX. LAND USE AND PLANNING.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
<b>X. MINERAL RESOURCES.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
<b>XI. NOISE.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?			X	
b) Expose persons to or generate excessive groundborne vibration or groundborne noise levels?				X
c) Result in a substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?			X	
d) Result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project			X	
e) Be located within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport and expose people residing or working the Project area to excessive noise levels?				X
f) Be located in the vicinity of a private airstrip and expose people residing or working in the Project area to excessive noise levels?				X

<b>XII. POPULATION AND HOUSING.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?			X	
b) Displace a substantial number of existing housing units, necessitating the construction of replacement housing elsewhere?				X
c) Displace a substantial number of people, necessitating the construction of replacement housing elsewhere?				X
<b>XIII. PUBLIC SERVICES.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
i) Fire protection?				X
ii) Police protection?			X	
iii) Schools?			X	
iv) Parks?				X
v) Other public facilities?				X
<b>XIV. RECREATION.</b> Would the Project:	Potentially Significant Impact	Less than Significant Impact With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?				X

<b>XV. TRANSPORTATION/TRAFFIC. Would the Project:</b>	<b>Potentially Significant Impact</b>	<b>Less than Significant Impact With Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)?			X	
b) Cause, either individually or cumulatively, exceedance of a level of service standard established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location, that results in substantial safety risks?			X	
d) Substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e) Result in inadequate emergency access?				X
f) Result in inadequate parking capacity?				X
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X
<b>XVI. UTILITIES AND SERVICES SYSTEMS. Would the Project:</b>	<b>Potentially Significant Impact</b>	<b>Less than Significant With Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Exceed wastewater treatment requirements of the applicable regional water quality control board?			X	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the Project from existing entitlements and resources, or would new or expanded entitlements be needed?			X	
e) Result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?			X	
g) Comply with federal, state and local statutes and regulations related to solid waste?			X	

<b>XVII. MANDATORY FINDINGS OF SIGNIFICANCE</b>	<b>Potentially Significant Impact</b>	<b>Less than Significant With Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number of restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the Project have impacts that are individually limited but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				X
c) Does the Project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?				X



## IV. DISCUSSION OF POTENTIAL ENVIRONMENTAL IMPACTS

### 4.1 Introduction.

The subsections below describe the potential environmental effects resulting from the development of the proposed Project. Subsections are numbered according to the Environmental Checklist Form. All questions raised in the Checklist are discussed in each Section.

In the following discussion, the 1992 Initial Study is referenced where, pursuant to such negative declaration, an effect has been adequately analyzed (CEQA Section 15063[c][3][D]). In such case, a brief discussion is provided that identifies which effects from the checklist were within the scope of, and adequately analyzed in, the 1992 Initial Study and whether such effects were addressed by mitigation measures based on the earlier analysis.

### 4.2 Discussion.

#### I. AESTHETICS.

**Impact Thresholds:** The visual environment of a project area is comprised of both the built environment features (such as development patterns, buildings, and parking areas) and the natural features (such as hills, vegetation, rock outcroppings, and drainage pathways). Views are characterized by visual quality, viewer groups and sensitivity, duration and visual resources.

- *Visual quality* refers to the general aesthetic quality of a view, such as vividness, intactness and unity.
  - *Viewer groups* are the groups of people most likely to experience the view, and sensitivity describes the relative significance of the view to specific groups of people. For example, residences, schools, religious institutions, playgrounds and parks are land uses with high sensitivity, as compared to the persons who are commuting to work, school or other regular travel destinations.
  - *Duration* of a view is the amount of time that a particular view can be seen by a specific viewer group. Generally, two duration categories are considered: fleeting or intermittent views (such as those experienced by motorists and cyclists), and long-term or constant views (including views from residences and designated scenic lookouts).
  - *Visual resources* may include unique views, views identified in local plans, views from scenic highways or views of specific unique structures or landscape features, including distinct groups of mature trees.
- a) **Would the Project have a substantial adverse effect on a scenic vista?**

**Less Than Significant Impact.** The proposed Project includes construction of hangar and aviation business facilities at the southeast corner of Brackett Airport. In addition, it includes paving, striping and landscaping of the parking areas planned around the southeast and southwest perimeter of the Project.

The Project site does not include any unique or scenic visual resources. The areas surrounding the proposed Project on the west, north and east are highly urbanized, generally flat terrain and distal from coastlines, mountains or other visual resources.

The area to the immediate west of the Project site is occupied by the existing Airport industrial park. The area to the north is occupied by hangar buildings and taxiways. The area to the northeast is occupied by the Pomona Raceway. The General Plan for the City of La Verne does not identify or designate any scenic vistas in proximity to the Project site.

It may be anticipated that the only viewer groups having views of intermediate duration (as opposed to intermittent or long term views) would be the users of the Mountain Meadows Golf Course. These viewers would have intermediate duration views of the southwest perimeter of the Project while playing through the fairways adjacent to McKinley Avenue.

However, the southeastern perimeter and southwestern perimeter of the proposed Project would include landscaping and hardscape elements that will make the southern perimeter of the Airport that is visible from the golf course more attractive than the current vacant land and exposed hangar buildings.

Although the proposed Project would include new vertical elements, these new elements would be in scale with the existing hangar buildings and adjacent industrial park on-site and would be below the line of sight of viewer groups located on the golf course.

Thus, less than significant impact would occur due to the development of the proposed Project.

- b) **Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a state scenic highway?**

No Impact. There are no scenic resources on the Project site, as it has been cleared for aviation activities. Trees and shrubs line the perimeter of the Airport, but this landscaping is not considered a scenic resource.

Scenic vistas in the vicinity of the Project include views from the Mountain Meadows Golf Course and the Frank G. Bonelli Regional Park. However, both the Mountain Meadows Golf Course and the Frank G. Bonelli Regional Park are located on hilly terrain at elevations above the roof lines of the proposed Project.

Mountain Meadows Golf Course and the Frank G. Bonelli Regional Park may also be considered a visual resource for viewer groups located north of the Airport and facing south towards the park. However, the vertical elements of the proposed Project will be in scale with the existing Airport hangar buildings and will not block views from the north of the Airport that are not already obscured by existing hangar and industrial buildings.

The Project site does not include any unique or scenic visual resources. The nearby highways I-10, and I-210 are not designated as scenic highways.<sup>2</sup>

The nearest historic structure is the Carrion Adobe<sup>3</sup>, a private residence located north of the airport which is not visible from the Project site.

Thus, less than significant impact to scenic resources would occur due to the development of the proposed Project.

- c) **Would the Project substantially degrade the existing visual character or quality of the site and its surroundings?**

Less Than Significant Impact. The proposed Project would be an expansion of the existing Brackett Airport hangar facilities and industrial park. This Project area, owned by the County of Los Angeles, is currently vacant, unpaved and covered with non-native grasses (weeds).

Construction of the planned improvements would be a noticeable change. However, the development of the proposed Project would not constitute the development of a new land use on the site, but, rather, would build on the pre-existing pattern of development, including the existing industrial park and hangar buildings on the Airport. As discussed in Section I. a) above, the proposed Project would be in scale with the surrounding land uses.

As part of the planning process, the Project site plan, architecture and landscaping will be submitted to the City of La Verne for its comments.

Thus, less than significant impact to the visual character and quality of the Project site or surroundings would occur due to the development of the proposed Project.

- d) **Would the Project create a new source of substantial light or glare, which would adversely affect day or night views in the areas?**

Less Than Significant Impact. The two major causes of light pollution are glare and spill light. Glare occurs when one sees a bright object against a darker background, such as when a person experiences oncoming headlights while driving at night. Spill light is caused by misdirected light that illuminates areas outside of the area intended to be illuminated.

The Project itself will be bounded on the landside by aviation related business offices along both McKinley Avenue to the southwest and Fairplex Drive to the southeast. The property along McKinley Avenue opposite the Project site is occupied by the Mountain Meadows Golf

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<sup>2</sup>Official scenic highways in Los Angeles County are listed at [http://www.dot.ca.gov/hq/LandArch/scenic\\_highways/langeles.htm](http://www.dot.ca.gov/hq/LandArch/scenic_highways/langeles.htm) and at <http://www.dot.ca.gov/hq/LandArch/scenic/schwy1.html>

<sup>3</sup>Carrion Adobe is described at <http://www.laokay.com/halac/RanchoSanJose.htm>

Course. The property along Fairplex Drive opposite the Project site is occupied by the Pomona Raceway.

Existing lighting near the Project site is largely from street lighting along Fairplex Drive and other streets. Other sources of nighttime illumination near the Project area include other uses within the Pomona County Fairgrounds, which includes illumination for the parking lots servicing the Pomona Raceway and the Pomona County Fairgrounds, which includes approximately 200 acres paved for parking of up to 30,000 vehicles. These sources of high-intensity nighttime lighting produce a readily distinguishable glow in the night sky around the Airport and the proposed Project site. Mobile sources of illumination in the Project area include local traffic along Fairplex Drive and in the parking lots for the Pomona County Fairgrounds.

The proposed Project will include only limited lighting for new building areas and vehicle parking lots.

On the airside of the Project, none of the hangar buildings will have exterior lighting. It is likely that additional lighting fixtures would be installed around the new hangars and in parking areas on the landside of the Project to enhance security at the Airport and provide greater vehicular safety.

However, the building and vehicle parking lighting systems on the landside of the Project would be designed to minimize the glare effects on off-site properties, including the use of directional high pressure sodium lights or other similar glare-reducing lights to the extent practicable. Any ornamental lighting within the parking areas along the landside of the proposed Project would be specified as low wattage fixtures to minimize both glare and spill light.

The Pomona Raceway would not be adversely affected by spill from the lighting systems installed on the airside or to illuminate the parking lots along the southwest and southeast perimeters of the Project site, since nighttime users of the Raceway will experience the far more significant sources of illumination from the Raceway and the Fairgrounds. The Mountain Meadows Golf Course is not used by golfers at night and also would not be affected by the proposed lighting systems at the Project site.

The proposed lighting would be an extension of the existing lighting in the developed urban corridor, and would be consistent with surrounding developed areas. Therefore, the amount of light would not substantially deviate from existing conditions and would not significantly increase nighttime lighting.

## II. AGRICULTURAL RESOURCES.

- a) **Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

No Impact. The California Department of Conservation's Farmland Mapping and Monitoring Program identifies categories of agricultural resources that are significant and therefore, require special consideration. According to the Department of Conservation's

Important Farmland Map, the Project site is not in an area designated as Prime Farmland, Unique Farmland, or Farmland (California Department of Conservation 2002). No Farmland currently exists on the Project site and, therefore, none would be converted to accommodate the proposed Project.

**b) Would the Project conflict with existing zoning for agricultural use or a Williamson Act contract?**

No Impact. The Project site is not zoned for agricultural use. The Williamson Act applies to parcels consisting of at least 20 acres of Prime Farmland or at least 40 acres of land not designated as Prime Farmland. The Project site is not within a Prime Farmland designation, does not consist of more than 40 acres of farmland and is not subject to a Williamson Act contract. Therefore, no impact would occur.

**c) Would the Project involve other changes in the existing environment that, due to their location or nature, could individually or cumulatively result in loss of Farmland to non-agricultural use?**

No Impact. The proposed Project would not disrupt or damage the operation or productivity of any areas designated as Farmland. As discussed above, no Farmland is within the Project site or surrounding areas that could be affected by changes in land use. Therefore, no impact would occur.

### **III. AIR QUALITY.**

Impact Thresholds: The Project site is located within the South Coast Air Quality Management District (SCAQMD) and is subject to the SCAQMD Construction and Operation Emissions Thresholds used to assess impacts on regional air quality. The SCAQMD is responsible for preparing a regional air quality management plan (AQMP) to improve air quality in the South Coast Air Basin (SCAB). The AQMP includes a variety of strategies to accommodate growth, to reduce the high levels of pollutants within the SCAB, to meet state and federal air quality performance standards, and to minimize the fiscal impact that pollution control measures have on the local economy.

Descriptions of the existing air quality conditions within the SCAQMD and under the SCAB as well as the current regulatory setting are well documented in other recent initial studies prepared by the City and County in accordance with CEQA.<sup>4</sup> See also, e.g., Waterfront Gateway Development Project, Mitigated Negative Declaration/Initial Study, November 2003, pg. 3-11 to 3-13, available at [http://www.spwaterfront.com/docs/Promenade%20ISMND\\_cover.pdf](http://www.spwaterfront.com/docs/Promenade%20ISMND_cover.pdf)

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<sup>4</sup>See, e.g., Initial Study for the Division 4 Expansion Project, Los Angeles County Metropolitan Transportation Authority, May 2004, pg. 4-3, available at [http://www.metro.net/board/Items/2004/08\\_August/20040819Item28OP.pdf](http://www.metro.net/board/Items/2004/08_August/20040819Item28OP.pdf)

**a) Would the Project conflict with or obstruct implementation of the applicable air quality plan?**

Impact Thresholds. The applicable air quality plan for the Project area is the 2003 AQMP.<sup>5</sup> The AQMP strategy is based on projections from local general plans and regional growth projections developed by the Southern California Association of Governments (SCAG).<sup>6</sup>

A project is deemed inconsistent with air quality plans if it would result in population and/or employment growth that exceeds growth estimates included in the applicable air quality plan.

Growth assumptions, land use changes, the increase in aircraft and vehicular trips, and any resulting air quality impacts associated with implementation of the 1992 Master Plan, including the development of the site of the proposed Project, were specifically included, evaluated and addressed as a part of the 1992 Initial Study.<sup>7</sup>

No Impact. The proposed Project would not generate population or employment growth because it would be neither a source of new housing nor a significant source of new jobs.

As described above, the proposed Project would not be a source of any new housing.

In addition, of the 100,000 square feet of proposed building area, between 80,000 to 85,000 square feet would be devoted to aircraft hangar storage. Of the remaining 15,000 to 20,000 square feet, the majority would be devoted to aviation related businesses. Businesses currently located at the airport include<sup>8</sup>:

1. Aero Improvements Aircraft Sales – Manufacturer of Door Pin, and Door Seal Modifications.
2. Air Desert Pacific – Aircraft Rentals, Flight Instruction, and Charter Services
3. California Helitech – Helicopter Instruction
4. College Aviation – Enrollment thru Mt. San Antonio College: Instruction, Rental, Ground School, Simulators.
5. American Airports Corporation – POC Chevron fuel (100LL, Jet-A) Available 24 Hours.
6. Flydawg GPS – Educational Systems GPS Training for Garmin 430 & 530
7. Howard Aviation – Aircraft Maintenance and Avionics
8. John's Pilot Supplies Aircraft – Parts and Pilot Supplies
9. La Puente Valley Regional Occupation Program – Regional Occupational Program offering Private Pilot Ground School
10. Mt. San Antonio College – Flight College
11. Norm's Hangar Restaurant – Dining and Beverages

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<sup>5</sup>The 2003 AQMP is a revision of the 1999 AQMP and was adopted by the SCAQMD on August 1, 2003, and by the California Air Resources Board (CARB) in 2004. The plan is available online at <http://www.aqmd.gov/aqmp/AQMD03AQMP.htm>

<sup>6</sup>Online at <http://www.scag.ca.gov/planning.htm>

<sup>7</sup>Initial Study at pg. 4-2 to 4-5.

<sup>8</sup>Source: [www.airnav.com](http://www.airnav.com) at <http://www.airnav.com/airport/KPOC>

12. Pomona Valley Pilots Association.
13. Runway 37 – Flight Instruction and Aircraft Rentals
14. Skydoc Flight Physicals – Fly-in Medicals.
15. Brackett Aircraft Interiors – Aircraft interiors and repair.

Such businesses do not employ large numbers of individuals. Moreover, since approximately 80% of the available square footage in the Project is expected to be utilized for aircraft storage, the proposed Project will not result in the generation of a significant number of additional jobs.

Table 4-1 of the 1992 Initial Study provides an estimate of daily aircraft and vehicle emissions related to Brackett Field for the years 1990 and 2010. The daily emissions estimates for both aircraft and vehicles are linearly proportionate to the number of daily aircraft operations at the field. Thus, the 1992 Initial Study assumed that twice as many aircraft operations would double the estimated aircraft and vehicle emissions.

The 1992 Initial Study concluded that future Airport activities described in the Study would not significantly affect the SOCAB air quality for a number of reasons, such as the fact that projected additional contributions to emissions inventory over the period analyzed would constitute a very small percent of the total SOCAB emissions, i.e., from 0.001 percent to 0.19 percent of the total SOCAB pollutants by types.

The total aircraft operations for 1990 and 2005 were projected in Table 2-1 of the 1990 Initial Study to be 264,750 and 332,350, respectively. Actual operations for 1992 and 2004 were 249,260 and 182,904 respectively.<sup>9</sup> Thus, actual operations for 2004 were only 55% of those projected for the year 2005 by the 1992 Initial Study. Since projected aircraft and vehicle emissions for 2004 were actually less than the 1987 and 1990 projected emissions, the Airport has and will continue to contribute less to total emissions inventory than the levels that were found to be acceptable by the 1992 Initial Study.

For these reasons, the proposed Project would be consistent with the local general plans and the Regional Growth Management Plan; it is not regionally significant and would be consistent with the 2003 AQMP. Hence, no significant impact would result from the proposed Project.

- b) **Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?**

Less Than Significant Impact with Mitigation Incorporated. Air quality impacts are typically divided into two categories, short-term impacts and long-term impacts. Short-term impacts are associated with construction activities, such as grading, excavation and building construction. Long-term impacts are associated with the operation of a particular project upon its completion.

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<sup>9</sup> Source: Ted Gustin, Director, Aviation Division, Los Angeles County.

Short-Term (Construction) Impacts. Air pollutant emissions would result from the use of heavy-duty construction equipment such bulldozers, back hoes and front-end loaders. In addition, vehicular use by construction employees traveling to and from the Project site would generate air emissions during the construction phase.

The 1992 Initial Study also noted that there is a potential for dust to be created during construction activity. Construction-related dust emissions would vary from day to day, depending on the level and type of activity, silt content of the soil and the weather. As a result, local visibility and particulate concentrations may be adversely affected on a temporary basis during the construction period. In addition, larger dust particles would settle out of the atmosphere close to the construction site resulting in a potential soiling nuisance for adjacent uses. Implementation of dust control practices such as watering of exposed areas will be used to minimize air quality impacts. The temporary, negligible deterioration of ambient air quality at the construction site will have no potentially adverse long-term impacts to air quality. With the implementation of a dust abatement program (Mitigation Measure AIR-1, below) this temporary impact would be reduced to a less than significant level.

Mitigation Measure:

AIR-1: During construction, the developer shall implement the following dust abatement program during construction.

1. Water all construction areas at least twice a day.
2. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.
3. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging area at construction sites.

Long-Term (Operational) Impacts. The 1992 Initial Study identified two primary sources of operational pollutant emissions associated with Brackett Field, i.e., aircraft and vehicles.<sup>10</sup> The study analyzed the emissions from both sources and concluded that future airport activities would not significantly affect the SOCAB air quality.

Since the preparation of the 1992 Initial Study, the total number of aircraft based at Brackett Airport has not increased significantly, primarily because of the lack of new hangar facilities. The development of the proposed Project would make additional hangar space available at the Airport and could result in a slight increase in total airport related emissions.

However, because of the waiting list for hangars at the Airport is comprised primarily of individuals already utilizing Brackett Airport, the tenants for the hangars to be developed at the proposed Project are expected to be drawn from aircraft already based at the Airport. As such,

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<sup>10</sup> 1992 Initial Study at pg. 4-4 to 4-5.



the development of the hangars included in the proposed Project is not expected to significantly increase emissions from operational sources at the Airport.

Moreover, if the proposed Project were not to be developed, the aircraft activity which could not take place at Brackett Field would likely be shifted to another airport in the region. This would result in an increase in total airport related emissions in the SOCAB because users would have to drive farther to an alternate airport. The survey of aircraft owners conducted for the 1992 Master Plan showed that Brackett Field users chose the airport primarily because of its proximity to their house or place of business.

For the foregoing reasons, the development of the Project is not expected to result in less than significant impact.

- c) **Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is a non-attainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?**

Less Than Significant Impact. According to the website maintained by the California Air Resources Board, as of June 1, 2004, the proposed Project is in a State and national non-attainment area for ozone, CO, and small particulate matter (PM<sub>10</sub>). The AQMP includes performance standards aimed at reducing these pollutants within the region. In general, if the environmental analysis shows that an individual project is consistent with the AQMP performance standards, the proposed Projects's cumulative impact is considered less-than-significant. If the analysis shows that the proposed Project does not comply with the standards, then cumulative impacts are considered to be significant, unless there is other pertinent information to the contrary.

The proposed Project would comply with AQMP performance standards because it is not growth inducing (does not add new vehicles) and would not introduce significant new air emissions to the region. Therefore, the proposed Project would not generate significant additional activity and would not generate significant new air emissions in the area.

- d) **Would the Project expose sensitive receptors to substantial pollutant concentrations?**

Less Than Significant Impact. Sensitive receptors include children, athletes, the elderly and the chronically ill who would be more susceptible to air pollution than the general population. Examples of land uses where substantial numbers of sensitive receptors are often found include schools, daycare centers, parks, recreational areas, medical facilities, rest homes and convalescent care facilities. There are no sensitive receptors within 1/4 mile of the Project site. The Mountain Meadows Golf Course is located across McKinley Avenue; however, the use of fairways within 1/4 mile of the Project site is limited to several persons at any given time and the additional sources of operational emissions due to the Project is expected not to be significant. Other sensitive receptors are at distances greater than 1/4 mile from the Project site.

- e) **Would the Project create objectional odors affecting a substantial number of people?**

Less Than Significant Impact. Construction activities occurring for the proposed Project would generate airborne odors associated with the operation of construction vehicles (i.e., diesel exhaust), asphalt operations and the application of paints and coatings. These emissions would occur during daylight hours only, and would be isolated to the immediate vicinity of the construction site and activity. As such, they would not affect a substantial number of people. When construction is completed, odors from the proposed Project would not significantly differ from the surrounding land uses. Therefore, no significant adverse impacts would occur due to the development of the proposed Project.

#### IV. BIOLOGICAL RESOURCES.

- a) **Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?**

The Project is located in southeast Los Angeles County in the City of La Verne. The Project site is depicted on the U.S. Geological Survey (USGS) 7.5-minute series topographic quadrangle for San Dimas. In order to evaluate the range of biological resources potentially affected by the proposed Project, a records search of the California Natural Diversity Data Base (CNDDB)<sup>11</sup> was conducted.

The records search resulted in sixteen (16) potential occurrences of special status plant and wildlife species. Table 4-4 (Special Status Species with the Potential to Occur in the Project Study Area) details these species, their status, and their potential for occurrences based on their habitat requirements.

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<sup>11</sup> California Department of Fish and Game (DCGF), February 5, 2005. Rarefind 3: A Database Application for the Use of the California Department of Fish and Game Natural Diversity Base. Version 3.0.3. Sacramento, CA: California Department of Fish and Game. See <http://www.dfg.ca.gov/whdab/html/rarefind.html>

**Table 4-4**  
**Special Status Species with the Potential to Occur**  
**in the Project Study Area**

Scientific Name	Common Name	Fed Status	Cal Status	CDFG	CNPS List	Potential for Occurrence
<i>Poliophtila californica californica</i>	coastal California gnatcatcher	Threatened	None	CSC		Low
<i>Aimophila ruficeps canescens</i>	southern California rufous-crowned sparrow	None	None	CSC		–
<i>Lasiurus xanthinus</i>	Western yellow bat	None	None			–
<i>Nyctinomops macrotis</i>	big free -tailed bat	None	None	CSC		–
<i>Taxidea taxus</i>	American badger	None	None	CSC		–
<i>Aspidoscelis tigris stejnegeri</i>	coastal western whiptail	None	None			–
Riversidian Alluvial Fan Sage Scrub	Riversidian Alluvial Fan Sage Scrub	None	None			–
California Walnut Woodland	California Walnut Woodland	None	None			–
Walnut Forest	Walnut Forest	None	None			–
<i>Senecio aphanactis</i>	rayless ragwort	None	None		2	Low
<i>Symphotrichum defoliatum</i>	San Bernardino aster	None	None		1B	Low
<i>Atriplex serenana</i> var. <i>dauidsonii</i>	Davidson's saltscare	None	None		1B	Low
<i>Dudleya multicaulis</i>	many-stemmed dudleya	None	None		1B	Low
<i>Horkelia cuneata</i> ssp. <i>puberula</i>	mesa horkelia	None	None		1B	Low
<i>Calochortus plummerae</i>	Plummer's mariposa lily	None	None		1B	Low
<i>Calochortus weedii</i> var. <i>intermedius</i>	intermediate mariposa lily	None	None		1B	Low

For the purpose of this report, the term special-status plants and wildlife are defined as species that are<sup>12</sup>:

- Listed or proposed for listing as Threatened (FT) or Endangered (FE) under the federal Endangered Species Act (federal ESAS) (50 CFR 17.12 for listed plants [animals] and various notices in the Federal Register for proposed species;
- Federal Candidates for listing as Threatened or Endangered (Candidate) under the federal ESA (58 FR 188: 51144-51190, September 30, 1993);
- Federal Species of Concern (FSC) or California Species of Special Concern (CSC):
- Listed by the State of California as Threatened (ST) or Endangered (SE) under the California Endangered Species Act (CESA)(14 CCR 670.5);
- Plants listed as rare under the California Native Plant Society (CNPS) to be “rare, Threatened or Endangered in California” (generally Species from Lits 1B and 2);
- Fully protected (FP) animals in California (CDFG Code, Sections 3511 [birds], 4700 [mammals], and 5050 [reptiles and amphibians].
- Potential for Occurrence:

<sup>12</sup>See other CNDDB Species List Field Descriptions at Exhibit D

- Low: Low potential for occurrence - No recent or historical records exist of the species occurring in the Project area or its immediate vicinity (within approximately 5 miles) and the diagnostic habitat requirements strongly associated with the species do not occur in the Project area or immediate vicinity.
- Moderate: Moderate potential for occurrence - Either a historical record exists of the species in the Project area or its immediate vicinity or the diagnostic habitat requirements associated with the species occur in the Project area or its immediately vicinity.
- High: High potential for occurrence - Both a historic record exists of the species in the Project area or its immediate vicinity and the diagnostic habitat requirements strongly associated with the species occur in the Project area or its immediate vicinity.

There is one potential occurrence of a special status wildlife species, i.e., the coastal California gnatcatcher. This species is listed as “threatened” on the U.S. Fish and Wildlife Service list of threatened species. It is not listed as threatened or endangered on the California Department of Fish and Game list. The coastal California gnatcatcher is limited to coastal sage scrub habitats in California. As such, the potential for occurrence at the proposed Project site is low. No recent or historic records exist of the species occurring in the Project area or its immediate vicinity (within approximately 5 miles) and the diagnostic habitat requirements most strongly associated with the species do not occur in the Project area or the immediate vicinity.

No Impact. Given the urban nature of the region and based on a survey of the Project area, it can be concluded that the proposed Project site does not support habitat for any species identified as candidate, sensitive or special status in local or regional plans, policies or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service. Thus, no impact would occur due to development of the proposed Project.

- b) **Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

No Impact. The Project site does not support any riparian habitat or other sensitive natural communities. The nearest surface water to the Project site is Puddingstone Reservoir. Given the distance from the Project site and the nature of the proposed Project, Project operation would not have an effect on any riparian habitat supported by Puddingstone Reservoir or any other sensitive natural communities. Project construction would be in accordance with all applicable regulations and best management practices (BMPs). Therefore, no impact to a sensitive natural community would occur due to development of the proposed Project.

- c) **Would the Project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling, hydrological interruption or other means?**

No Impact. The Project area and the immediate vicinity do not include any federally protected wetlands. Thus, no impact would occur due to the development of the proposed Project.

- d) **Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.**

No Impact. There are no native resident or migratory wildlife corridors running through the Project site and no wildlife nursery sites are present on the site. The proposed Project would not change existing land uses in a manner that would impede wildlife corridors or wildlife nursery sites. Therefore, no impact would occur due to the development of the proposed Project.

- e) **Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

No Impact. The proposed Project site is currently covered with ruderal (weedy) species growing where natural vegetation cover has been disturbed by man. Thus, the Project site does not include any biological resources protected by local policies or ordinances. Therefore, no impact would occur due to development of the Proposed Project site.

- f) **Would the Project conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan or other approved local, regional or state habitat conservation plan?**

No Impact. The proposed Project would be an expansion of the existing hangar and industrial park facilities on County owned land that is designated for aviation and light industrial use. The Project would not involve any change in existing land uses in a manner that would conflict with local, regional or state habitat conservation plans. Therefore, no impact to conservation plans would occur due to development of the proposed Project.

## V. CULTURAL RESOURCES.

- a) **Would the Project cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?**

No Impact. Section 15064.5 of the CEQA Guidelines discusses general criteria for determining impacts on a historical resource. A project is typically found to have an impact on a historical resource if it causes a change in an otherwise eligible property that would prevent its inclusion in the National Register of Historic Places.

The proposed Project would be an expansion of the existing hangar facilities and light industrial park at Brackett Airport. It would not result in direct or indirect impacts on any protected or potential historic sites. Thus, pursuant to Section 15064.5, no impact to historical resources would occur due to Project development.

- b) **Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?**

Less Than Significant Impact with Mitigation Incorporated. The proposed Project would be constructed within the existing Brackett Airport grounds. The ground surface of this part of the Airport has been graded and disturbed and no known or recorded archeological resources are on the site.

Deep excavation is not expected to occur as a part of the development of the proposed Project which could disturb any possible archeological resources. However, any new ground-disturbing activity has the potential to unearth previously unidentified archaeological resources. In the unlikely event that a previously unidentified archaeological resource is exposed during the construction of the proposed Project, incorporation of mitigation measure CR-1 would ensure that potential impacts would be less-than-significant.

Mitigation Measure:

CR-1: If buried archaeological resources are encountered during construction activities, the activities will cease until a qualified archaeologist has evaluated the resources and determined significance. If any significant resources are discovered, all resources shall be protected in compliance with CEQA Guidelines Section 15064(f).

- c) **Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?**

Less Than Significant Impact with Mitigation Incorporated. No known or recorded paleontological resources are on the proposed Project site. Nonetheless, any ground-disturbing activity has the potential to unearth previously unidentified paleontological resources. In the unlikely event that a previously unidentified paleontological resource is exposed during the construction of the proposed Project, incorporation of mitigation measure CR-2 would ensure that potential impacts would be less-than-significant.

Mitigation Measure:

CR-2: If buried paleontological resources are encountered during construction activities, the activities will cease until a qualified paleontologist has evaluated the resources and determined significance. If any significant resources are discovered, all resources shall be protected to the extent feasible.

- d) **Would the Project disturb any human remains, including those interred outside of formal cemeteries?**

Less Than Significant Impact with Mitigation Incorporated. No known or recorded human remains are on the proposed Project site. Nonetheless, any ground-disturbing activity has the potential to unearth previously unidentified human remains. In the unlikely event that a previously unidentified human remains are exposed during the construction of the proposed

Project, incorporation of mitigation measure CR-3 would ensure that potential impacts would be less-than-significant.

Mitigation Measure:

CR-3: If buried human remains are encountered during construction activities, the activities will cease until the County coroner has evaluated the remains in accordance with State CEQA Guidelines Section 15064.5(e).

VI. GEOLOGY AND SOILS.

a) **Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:**

i) **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the state geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

Less Than Significant Impact. No Alquist-Priolo Earthquake Fault Zones<sup>13</sup> <http://www.consrv.ca.gov/CGS/rghm/ap/index.htm> Fault Zones in USGS quadrants surrounding the La Verne quadrant are shown at [http://www.consrv.ca.gov/CGS/rghm/ap/Map\\_index/F4E.htm](http://www.consrv.ca.gov/CGS/rghm/ap/Map_index/F4E.htm) or other known active faults cross the proposed Project site. However, while surface fault rupture would not likely occur onsite, any project in the County is subject to potential earthquake-related hazards. To mitigate for potential hazards, all structures would be constructed in accordance with the Uniform Building Code (UBC) and State seismic safety standards. Adhering to these standard requirements would reduce the potential risk from rupture of an earthquake fault to a less-than-significant level. Therefore, less than significant adverse impacts would occur due to development of the proposed Project.

ii) **Strong seismic ground shaking?**

Less Than Significant Impact. As described in Section VI, a)i) above, although no known active fault crosses the Project site, substantial seismic ground shaking could occur as a result of earthquakes on faults in the surrounding region. Therefore, all above ground structures would be designed to accommodate the maximum design earthquake and all structures would be constructed in accordance with UBC and State seismic safety standards. Adhering to these standards would reduce the potential impacts from strong seismic ground shaking to a less-than-significant level. Therefore, less than significant adverse impacts would occur due to the development of the Project.

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<sup>13</sup> A list of Alquist-Priolo Earthquake Fault Zones is available on the website maintained by the California Department of Conservation at

**iii) Seismic-related ground failure, including liquefaction?**

Less Than Significant Impact. During moderate to strong seismic ground shaking, liquefaction may occur in areas underlain by loose sediments where groundwater levels are within 40 feet of the surface.

Current and historic groundwater levels in the vicinity of the proposed Project are reported to be more than 40 feet beneath the surface. DWP wells have recorded historic groundwater levels of between 500 and 900 feet below the surface.<sup>14</sup> The field elevation of Brackett Airport is 1011 feet above sea level. Moreover, the proposed Project would comply with the UBC and State seismic safety standards.

Based on these historic measurements, less than significant impact may be expected to occur as a result of seismic-related ground failures incident to the development of the proposed Project.

**iv) Landslides?**

No Impact. The proposed Project site is on level ground. Development of the site would be in accordance with applicable BMPs. Excavation and grading during the construction phase would not occur near step river banks or slopes and thus, would not generate landslide hazards. Therefore, no significant adverse impacts would occur due to the development of the Proposed Project.

**b) Would the Project result in substantial soil erosion or the loss of topsoil?**

Less than Significant Impact. The process of preparing the site for development and constructing the improvements will require temporary excavations, displacements, compaction and/or overcovering. These activities would include the grading of the site, trenching for utilities and sewer lines, backfilling and compaction of the soil. However, the overall topography of the site is flat and not prone to erosion from water.

During construction, excavated material may be stockpiled temporarily. The Project specifications would require the contractor to utilize standard construction practices and BMPs such as phased trenching and backfilling operations to minimize the amount of stockpiled material and wetting or other approved methods of stabilizing stockpiled material to avoid wind or water erosion.

Upon completion of the Project, the site would be paved and no soil erosion or loss of topsoil would occur. For the foregoing reasons, no substantial soil erosion or loss of topsoil would result from the development of the proposed Project.

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<sup>14</sup> See <http://ladpw.org/wrd/report/0001/conserv/> at "Seasonal Data and Maps," where the Department provides ascii files available for download showing historic groundwater levels at various wells located within the County. See <http://ladpw.org/wrd/report/0001/conserv/hydrph.cfm> The data for the Pomona Valley shows that historic groundwater levels have varied between 500 and 900 feet deep. See also <http://ladpw.org/wrd/report/0001/conserv/well/3261P.txt> for a log of the ground water depths in the La Verne area, and <http://ladpw.org/wrd/report/0001/conserv/map.cfm> for a map showing the locations of the wells.



- c) **Would the Project be located on a geologic unit or soil that is unstable or that would become unstable as a result of the Project and potentially result in an onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?**

No Impact. The proposed Project would be developed on generally flat terrain, not subject to significant landslide hazard, as discussed in Section VI a) iv) above. Compliance with the UBC seismic safety standards would reduce potential impact from liquefaction or lateral spreading (low-angle land sliding associated with liquefaction) to a less-than significant level as discussed in Section VI a), iii), above. Subsidence is not occurring on the proposed Project site, and there is no evidence that the proposed Project site would be subject to collapse. Therefore, no impact would occur due to development of the proposed Project.

- d) **Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?**

No Impact. All structures would be designed and constructed to comply with the UBC, and any expansive soils would be removed or compacted during construction. No further risks related to expansive soils would be created due to the development of the proposed Project. Therefore, no impact would occur.

- e) **Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater?**

No Impact. Sewers are currently available to service the Brackett Airport and would be sufficient for disposal of waste water generated by the proposed Project. The proposed Project would not require the use of septic tanks or alternative waste water disposal systems, and no impact would occur due to development of the proposed Project.

## VII. HAZARDS AND HAZARDOUS MATERIALS.

- a) **Would the Project create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?**

Less Than Significant Impact. Construction activities of any project would potentially involve transport, use and disposal of hazardous materials; however, adherence to federal and State regulations and to BMPs would mitigate impacts to a less-than-significant level.

Thus, the construction proposed Project would not pose a significant risk from the disposal or transport of hazardous materials.

The proposed Project would include structures to be used for aircraft storage on the airside of the site and for aviation businesses on the landside of the site. However, the uses of the proposed Project would be identical to those currently provided on Brackett Airport.

Leases to tenants for storage of aircraft in hangars located on the airside would prohibit storage of hazardous materials other than those directly related to operation and owner maintenance permitted by the Federal Aviation Regulations and the County's aviation regulations, such as storage of minimal amounts of engine oil and changing oil and engine fluids.

Painting of aircraft in the hangars would be prohibited under the terms of the leases and would be grounds for eviction.

All leases with tenants occupying the facilities for aviation businesses on the landside of the Project would be drawn under standard industrial leases that limit or prohibit storage and use of hazardous materials except in compliance with applicable state and federal law and regulations.

Thus, the proposed Project would not pose a new or significant risk from the routine transport, use or disposal of hazardous materials; and a less-than-significant impact would occur.

- b) **Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

Less Than Significant Impact. The potential for accidents releasing hazardous materials is present during any construction project; however, adherence to federal and State regulations and to construction BMPs would mitigate impacts to a less-than-significant level during the construction phase.

The proposed Project is consistent with existing uses of Brackett Airport. As with existing uses, release of small quantities of aviation fuel and oil is possible from aircraft storage hangars. However, the Project will include clarifier systems, such as those recommended by the County of Los Angeles,<sup>15</sup> that will mitigate any such minor discharges. Leases with tenants, as described in the preceding section VI a) will also minimize the risks of any such release to a less than significant level.

- c) **Would the Project emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances or waste within 0.25 miles of an existing or proposed school?**

No Impact. The proposed Project would be an expansion of the existing Brackett Airport facilities and is not located within ¼ mile of an existing or proposed school. Therefore, construction and operation of the Project would not emit hazardous emissions or handling of hazardous materials, substances or waste within ¼ mile of an existing or proposed school, and no impact would occur.

- d) **Would the Project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment?**

Less Than Significant Impact. Brackett Airport is on a list of hazardous materials sites because there are fuel tanks for fueling of aircraft on the field. However, no fueling will be permitted at the Project site. Therefore, the proposed Project would not create a significant hazard to the public or the environment through the presence of hazardous materials on the Project site, and a less-than-significant impact would occur.

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<sup>15</sup> See Los Angeles County DPW Website at [http://www.ladpw.org/EPD/industrial\\_waste/pretreatment.cfm](http://www.ladpw.org/EPD/industrial_waste/pretreatment.cfm)

- e) **Would the Project be located within an airport land use plan area or, where such a plan has not been adopted, be within 2 miles of a public airport or public use airport and result in a safety hazard for people residing or working in the Project area?**

Less Than Significant Impact. The proposed Project will not materially increase the level of aviation related activity at Brackett Airport, because most of the tenants in the proposed aircraft storage hangars will be drawn from aircraft already based at the airport.

All proposed improvements at the Project site would be in accordance with current FAA regulations. These regulations would reduce potential safety hazards to a less-than-significant level.

- f) **Would the Project be located within the vicinity of a private airstrip and result in a safety hazard for people residing or working in the Project area?**

No Impact. No private airstrips are located in the Project vicinity.

- g) **Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

No Impact. The Project site is entirely off-street. Neither the construction nor the operation of the proposed Project would block or interrupt emergency access or evacuation routes. Therefore, the proposed Project would not impact emergency response or evacuation plans.

- h) **Would the Project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

No Impact. The Project area is not adjacent to or intermixed with wildlands and thus, is not subject to wildland fires. Therefore, no impact would occur due to the Project development.

## VIII. HYDROLOGY AND WATER QUALITY.

- a) **Would the Project violate any water quality standards or waste discharge requirements?<sup>16</sup>**

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<sup>16</sup>The Los Angeles County Department of Public Works provides copies of: (i) the California Regional Water Quality Control Board (CRWQCB) under Order No. 01-182, NPDES No. CAS004001; (ii) the Los Angeles County Stormwater Ordinance; and (iii) a Manual for the Standard Urban Stormwater Mitigation Plan, on its website at <http://ladpw.org/WMD/npdes/>. The County of Los Angeles Municipal Storm Water NPDES Permit Documents are reproduced at [http://www.swrcb.ca.gov/rwqcb4/html/programs/stormwater/la\\_ms4\\_final.html](http://www.swrcb.ca.gov/rwqcb4/html/programs/stormwater/la_ms4_final.html) including, the Final County of Los Angeles MS4 Permit, (Regional Board Order 01-182, December 13, 2001), the Final Monitoring and Reporting Program (December 13, 2001). The Los Angeles Regional Water Quality Control Board maintains a website at [http://www.swrcb.ca.gov/rwqcb4/html/programs/stormwater/la\\_ms4\\_final.html](http://www.swrcb.ca.gov/rwqcb4/html/programs/stormwater/la_ms4_final.html). The Los Angeles SUSMP Manual is located at [http://ladpw.org/wmd/NPDES/SUSMP\\_MANUAL.pdf](http://ladpw.org/wmd/NPDES/SUSMP_MANUAL.pdf)

On January 26, 2000, the Regional Water Quality Control Board (RWQCB) adopted and approved Board Resolution No. R-00-02, which requires new development and "significant redevelopment" projects in Los Angeles County to control the discharge of storm water pollutants in post-construction storm water. The Regional Board Executive Officer issued the approved Standard Urban Storm Water Mitigation Plan (SUSMP) on March 8, 2000. The SWRCB in large part affirmed the RWQCB action and SUSMPs in State Board Order No. WQ 2000-11 were issued on October 5, 2000.

The City of La Verne is covered under the Permit for Municipal Storm Water and Urban Runoff Discharges within Los Angeles County (RWQCB Order No. 01-182) and is obligated to incorporate provisions of this document in City permitting activities. The municipal permit incorporates SUSMP requirements.

Less Than Significant Impact. Construction and grading of the site would require temporary disturbance of surface soils and removal of vegetative cover, if present. During the construction period, grading and excavation activities would result in exposure of soil to runoff, potentially carrying erosion and entrainment of sediment in the runoff. Soil stockpiles would be exposed to runoff and, if not managed properly, the runoff would cause erosion and increased sedimentation in storm sewers or drainages at or outside the Project site.

There is also a potential for chemical releases at most construction sites. Once released, substances such as fuels, oils, paints and solvents could be transported to nearby drainages and/or groundwater in storm water runoff, wash water and dust control water, potentially reducing the quality of the receiving waters.

During construction, adherence to BMPs and applicable regulations would ensure that the proposed Project would not add significant sediment or contaminants into runoff to the storm water or surface systems. Adherence to BMPs would also ensure that the Project construction would not result in an accidental release of contaminants to ground water beneath the Project site.

New construction and intensified land use at the Project site would also result in a slight increase in vehicle use and potential deposition of associated pollutants to the ground surface. Leaks of fuel or lubricants, tire wear and fallout from exhaust contribute petroleum hydrocarbons, heavy metals and sediment to the pollutant load in runoff being transported to receiving waters (although many of these airport activities will be conducted within the buildings and hangars).

The proposed Project would include clarifiers and filter systems to minimize the impact of deposition of pollutants from any increased vehicular or aviation use at the site of the proposed Project. Accordingly, less than significant impact would result from the development and operation of the proposed Project.

- b) **Would the Project substantially deplete groundwater supplies or interfere substantially with groundwater recharge, resulting in a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?**

Less Than Significant Impact. The proposed Project would not result in withdrawal of ground water to accommodate water supply for the proposed Project.

The proposed Project would increase the percentage of impervious surfaces (e.g., paved surfaces and buildings) at the Project site. The Project site is currently vacant, unpaved and covered with non-native grasses (weeds). The development of the Project could increase the impervious surface cover on the Airport by as much as seven and a half acres. However, the hilly terrain to the southwest of the proposed Project site directly across McKinley Avenue is utilized by the Mountain Meadows Golf Course and is a part of the Frank G. Bonelli Regional Park. The park encompasses a total of 1,980 acres, substantially all of which will remain undeveloped for the foreseeable future. Brackett Airport includes approximately 270 acres, more than one half of which is unpaved. The unpaved acreage, currently located on the airport within the building restriction line and beneath the runway protection zones, will also remain unpaved for the foreseeable future.

Although the development of the proposed Project would generate new impervious surfaces that would diminish groundwater recharge somewhat, the amount of new impervious surface that would be added and the resulting additional runoff would be small compared to the amount of runoff in the watershed as a whole, particularly considering the size of the acreage encompassed by the Frank G. Bonelli Regional Park, to the immediate south of the Project site and on the airport grounds.

Accordingly, the increase in impervious surface as a result of the development of the proposed Project will not significantly reduce the infiltration of precipitation or interfere with ground water recharge at around the site, and will result in a less than significant impact.

- c) **Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on site or off site?**

Less Than Significant Impact. Although the development of the proposed Project would increase the amount of impermeable surface on the Airport, all storm water would be directed to existing storm water drains located on the Airport, which are sufficient to accommodate the additional runoff. The proposed Project would not substantially alter existing drainage patterns of the site or area through the alteration of the course of a stream or river or by substantially increasing the rate or amount of surface runoff in a manner that would result in flooding on- or off-site.

Use of BMPs during construction of the proposed Project will minimize any erosion during development of the Project.

Incorporation of SUSMP measures described in Section VIII, a) above, including the use of storm water clarifiers and filtration systems will minimize the creation of saltation on site or offsite.

Although the development of the proposed Project would generate new impervious surfaces, the amount of new impervious surface that would be added and the resulting additional runoff would be small compared to the amount of runoff in the watershed as a whole, particularly considering the size of the acreage encompassed by the Frank G. Bonelli Regional Park, to the immediate south of the Project site and on the Airport grounds.

Accordingly, there would be less than significant impact from the proposed Project.

- d) **Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on site or off site?**

No impact. There are no streams or rivers at or near the Project site.

Development of the proposed Project would increase the amount of impervious surface area at the Project site and could therefore affect the rate and amount of surface runoff at the site. However, a grading/drainage plan would be prepared for review and approval by the County of Los Angeles Department of Building and Safety prior to issuance of building permits.

Currently, storm water at the Airport is directed to storm drains, which have sufficient capacity to accommodate the additional runoff resulting from the development of the proposed Project. Accordingly development of the proposed Project would not increase the rate or amount of surface runoff in a manner that would result in flooding on site or off site Discharges. Accordingly, there would be no impact from the proposed Project.

- e) **Would the Project create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantially additional sources of polluted runoff?**

Less Than Significant Impact. See discussion at Section XVI, c).

- f) **Would the Project otherwise substantially degrade water quality?**

No Impact. The proposed Project would have no additional impacts to water quality beyond those discussed in the preceding sections.

- g) **Would the Project place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary, Flood Insurance Rate Map or other flood hazard delineation map?**

No Impact. The proposed Project does not involve relocating existing housing or constructing new housing. Thus, the proposed Project would not place housing within a 100-year flood hazard area, and no address impacts would occur due to the development of the proposed Project.

- h) **Would the Project place within a 100-year flood hazard area structures that would impede or redirect flood flows?**

No Impact. The City of La Verne is located in a flood hazard zone "D," i.e., no special flood hazard areas have been determined to exist.<sup>17</sup> citing, Federal Emergency Management Agency, 1997. Flood Insurance Rate Map, Los Angeles County, City of La Verne. Hence, no impact would occur due to the development of the proposed Project.

- i) **Would the Project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?**

No Impact. As discussed in Section i) above, the Project site is not located in a flood hazard zone and therefore the proposed Project would not generate increased risk from flooding.

- j) **Would the Project contribute to inundation by seiche, tsunami or mudflow?**

Less Than Significant Impact. A seiche is an oscillation of a land-locked water body, such as a lake. The nearest land-locked body of water is Puddingstone Reservoir. The USGS 7.5 minute topographic map for the vicinity shows contour lines representing the edge of the lake occurring at approximately 960 feet in elevation. The proposed Project site is located at approximately 990 feet elevation. Any seiche activity originating in Puddingstone Reservoir would be expected to move up Live Oak Wash, which runs along the northwest perimeter of Brackett Airport. Accordingly, the Project site would not be expected to be subject to inundation by seiche.

A tsunami is a large ocean wave associated with a seismic event. The Project site is outside areas that would be potentially affected by a tsunami and therefore would not be subject to inundation by a tsunami.

Lastly, the proposed Project would be developed on relatively flat terrain and would not be subject to mud flows. Therefore, less than significant impact would occur due to development of the proposed Project.

## IX. LAND USE AND PLANNING

- a) **Would the Project physically divide an established community?**

No Impact. The proposed Project is located on the site of the existing Brackett Airport. Activities associated with implementation of the Project would result in the on-site construction of new hangars and would not disrupt or divide an established community. Also, the Project would not result in any significant changes in the current land uses or development patterns of the surrounding area.

No existing business or residential structures would be displaced as a result of the Project.

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<sup>17</sup> City of La Verne website at <http://www.ci.la-verne.ca.us/demog.shtml>

- b) **Would the Project conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the Project (including, but not limited to, a general plan, specific plan, local coastal program or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?**

No Impact. Brackett Airport is designated as a public airport on the Los Angeles County Airport Land Use Plan adopted on December 19, 1991. The airport is also subject to the Brackett Field Master Plan adopted in June of 1992.

The development of the proposed Project is a continuation of land uses already occurring on the Airport. The proposed Project will not result in any off-airport land use changes. Development of the proposed Project is also consistent with the goals and policies of the Los Angeles Airport Land Use Plan and the Brackett Field Master Plan. The development of the subject Project will not significantly increase aircraft noise beyond the natural increases anticipated in the 1992 Initial Study.

As a result, the proposed Project will not substantially alter the present or planned land use of the area and it is not anticipated to conflict with adopted environmental plans and goals of the communities surrounding the proposed Project.

- c) **Would the Project conflict with any applicable habitat conservation plan or natural community conservation plan?**

No Impact. The Project site is not subject to, and development there would not conflict with, any habitat conservation plan or natural community conservation plan.

## **X. MINERAL RESOURCES.**

- a) **Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

No Impact. There are no known valuable mineral resources in the area and the City of La Verne General Plan does not identify any known mineral resources either on the site or in the immediate vicinity of the site that will be impacted by the proposed Project.<sup>18</sup> Therefore, the proposed Project would not impact any known mineral resources.

- b) **Would the Project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

No Impact. The Project would be developed in an urbanized area not known as having locally important mineral resources. Therefore, no adverse impacts would occur.

## **XI. NOISE.**

- a) **Would the Project expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?**

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<sup>18</sup> City of La Verne General Plan.



Less Than Significant Impact. Section 6. of the 1992 Initial Study provides a comprehensive discussion of the effect of aircraft noise at the airport, including definitions of the scale of measurements used to determine aircraft noise, a description of the noise metrics that are used to measure noise events, tables describing common sound levels and a comparison of noise compatibility guidelines.

The 1992 Initial Study also describes the noise standards to which the Airport is subject, including state regulations, state and federal guidelines, and the regulations adopted by the County of Los Angeles, the City of La Verne and the City of San Dimas.

The 1992 Initial Study used the CNEL methodology to prepare noise contours for both the year 1990 and 2010 conditions at Brackett Field (Figures 4-3 and 4-4, respectively). The year 1990 noise contours shown on Figure 4-3 were all within compatible land uses. Although the 1992 Initial Study concluded that the 2010 noise contours may be expected to expand slightly, it also concluded that the increase will not be significant and future airport activities will not result in any exposure of people to severe noise levels.

As shown on the site plan attached hereto as Exhibit A, the proposed Project includes a total of 34 new executive hangars, some with attached office space. As noted in the 1992 Initial Study, aircraft flight activity at the airport is expected to continue to increase without the Master Plan improvements. The same is true regardless of whether the proposed Project is developed.

Moreover, since there are currently no vacant hangars at the airport and there is a waiting list for hangars comprised primarily of aircraft currently based at the airport, it is not anticipated that the construction of the proposed Project will increase to any significant degree the number of annual aircraft operations at the airport. As a result, it may be concluded that the development of the proposed Project will not significantly increase existing noise or vibration levels or expose people to severe noise levels.

- b) **Would the Project expose persons to or generate excessive groundborne vibration or groundborne noise levels?**

No Impact. The vehicles arriving at and departing from the Project site and aircraft operations would not result in any measurable increase in or exposure to ground borne noise or vibration in areas adjacent to the Project site. Therefore, no impact related to ground borne vibration would result.

- c) **Would the Project result in a substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?**

Less Than Significant Impact. Development of the proposed Project would not lead to any greater or different noise impacts related to substantial permanent increases and ambient noise levels than those impacts as described above in Section XI, a).

- d) **Would the Project result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?**

Less Than Significant Impact. The Project site is located within the boundaries of the Brackett Airport. Periodic increases and ambient noise levels from vehicular or aircraft operations are identical to those already existing in the Airport.

The development of the Project would result in temporary increases in ambient noise levels as a result of the operation of construction equipment at the site for short periods of time. However, these increases in ambient noise levels will not be significant as compared to other periodic increases in ambient noise levels at the Airport, due to aircraft operations.

For the foregoing reasons, the proposed Project would not lead to any greater or different noise impacts related to substantial temporary or periodic increases in ambient noise levels other than temporary construction activity.

- e) **Would the Project be located within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport and expose people residing or working in the Project area to excessive noise levels?**

No Impact. The proposed Project would occur within the existing Brackett Airport grounds. The Airport facilities themselves are not noise sensitive and would not be exposed to significant noise impacts during construction or operation, either from vehicular traffic or aircraft operations.

- f) **Would the Project be located in the vicinity of a private airstrip and expose people residing or working in the Project area to excessive noise levels?**

No Impact. The Project site is not within the vicinity of any private airstrip.

## **XII. POPULATION AND HOUSING.**

- a) **Would the Project induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?**

Less Than Significant Impact. The Project would include the construction of new hangar buildings. The addition of facilities for aviation related businesses would have the potential to increase new employment slightly at the Airport, which could lead to a small increase in local population. However, because of the relatively modest portion of the Project improvements that would be used for aviation related businesses, the Project would not result in the creation of a significant number of additional jobs at the Airport nor a substantial population growth in the area.

- b) **Would the Project displace a substantial number of existing housing units, necessitating the construction of replacement housing elsewhere?**

No Impact. No housing exists within the Project site. No displacement would occur, and therefore, no replacement housing will be necessary.

- c) **Would the Project displace a substantial number of people, necessitating the construction of replacement housing elsewhere?**  
No Impact. See discussion in Section XII, b) above.

### **XIII. PUBLIC SERVICES.**

- a) **Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following:**

**i) Fire protection?**

No Impact. The 1992 Initial Study describes the fire protection provided for Brackett Field. The location of the City of La Verne Fire Department stations and airport fire protection facilities is substantially unchanged from that described in the 1992 Initial Study. As stated in the 1992 Initial Study at Page 4-16, "although the addition of buildings on the Airport will incrementally increase the risk of fire, the impact on the La Verne Fire Department in terms of additional manpower or equipment requirements will not be significant."

**ii) Police protection?**

Less Than Significant Impact. Also is described in the 1992 Initial Study, the City of La Verne Police Department provides law enforcement services for the Airport. As concluded in the 1992 Initial Study, the impacts of the Master Plan, including the development of up to an additional 120,000 square feet of buildings would not result in a significant impact on law enforcement services.

**iii) Schools?**

Less Than Significant Impact. As noted above in Section XII, the development of the Project would not result in a significant addition of jobs to the local economy and would therefore not require any new or physically altered schools.

**iv) Parks?**

No Impact. See discussion in Section XIII, a), iii).

**v) Other public facilities?**

No Impact. See discussion in Section XIII, a), iii).

### **XIV. RECREATION.**

- a) **Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

No Impact. Because the construction of the proposed Project is not expected to result in a substantial local increase in population, the Project would not increase demand for existing recreational facilities or involve the construction or expansion of recreational facilities.

- b) **Would the Project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?**

No Impact. See discussion in Section XIV.a., above.

## **XV. TRANSPORTATION/TRAFFIC.**

- a) **Would the Project cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in the number of vehicle trips, the volume-to-capacity ratio on roads or congestion at intersections)?**

Less Than Significant Impact. Growth assumptions, land use changes, the increase in aircraft and vehicular trips, and any resulting traffic and level of service impacts associated with implementation of the 1992 Master Plan were specifically included, analyzed and addressed as a part of the 1992 Initial Study, at pages 4-14 to 4-15. Therefore, development of the proposed Project would not lead to any greater or different traffic impacts associated with a substantial increase in traffic than those impacts identified in the 1992 Initial Study.

- b) **Would the Project cause, either individually or cumulatively, exceedance of a level of service standard established by the County congestion management agency for designated roads or highways?**

Less Than Significant Impact. Development of the proposed Project would not lead to any greater or different individual or cumulative impacts associated with an exceedance of a level of service standard established by any applicable authorities, other than those impacts identified in the 1992 Initial Study.

- c) **Would the Project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location which results in substantial safety?**

Less Than Significant Impact. Forecasted increases in air traffic levels will occur regardless of the Project, due to aviation trends impacted by industry, availability of nearby airports, surrounding airspace, anticipated regional growth and the Airport's role in the regional economy.

The 1992 Master Plan calls for increasing the number of hangars for based aircraft. The Plan also included infrastructure improvement to more safely accommodate the wider variety of aircraft. As a result, the Plan has been developed to safely accommodate the increased level of air traffic anticipated in the future.

Since most of the tenants for the hangars to be developed as a part of the proposed Project will be aircraft owners of aircraft already based on the field, the development of the Project would not increase air traffic levels.

Moreover, the development of the Project will only provide additional hangar space and offices for aviation related businesses. It will not affect in any way the air traffic patterns in and

around Brackett Airport. As a result, the development of the Project will not result in a change in air traffic patterns.

- d) **Would the Project substantially increase hazards because of a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

Less Than Significant Impact. The proposed Project will take place entirely on Airport property. Vehicular access to the airport will continue to be provided via McKinley Avenue. The Airport is in existing land use with existing vehicular circulation, and implementation of the Project would not create any hazards or incompatible uses.

- e) **Would the Project result in inadequate emergency access?**

No Impact. As noted in Section XIII, a), fire protection is provided at Brackett Airport primarily by the City of La Verne Fire Department. The Airport has four existing entrances and exit gates to provide emergency access to all areas of the Airport. Additional gates may be provided as needed. As a result, adequate emergency access will be maintained.

- f) **Would the Project result in inadequate parking capacity?**

No Impact. The City of La Verne does not contain any specific parking requirement for airports. Parking at the Airport is provided in the parking lot located at the entrance to the airport on McKinley Avenue.

Most tenants of the hangars, which are part of the proposed Project, are private pilots with aircraft based at the Airport. Most of these pilots will park their vehicles in their hangars.

As a part of the development of the commercial/industrial facilities around the perimeter of the proposed Project, the developer will demonstrate that an adequate supply of parking exists to provide for all existing and new commercial/industrial uses.

- g) **Would the Project conflict with adopted policies, plans or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?**

No Impact. The Project is consistent with adopted policies and regulations supporting alternative transportation including programs and policies of the City of La Verne General Plan pertaining to transportation systems, management and transit, intermodal, rail and air transportation.

## **XVI. UTILITIES AND SERVICE SYSTEMS.**

- a) **Would the Project exceed wastewater treatment requirements of the applicable regional water quality control board?**

Less Than Significant Impact. All of the structures to be developed as a part of the proposed Project will be connected to the sanitary sewers provided by the Los Angeles County Sanitation District. Although some of the hangars to be developed for aircraft storage may include a bathroom, the structures will be leased for aircraft storage and contributions to waste water will be minimal.

Since only twenty percent (20%) of the property is expected to be developed for aviation related businesses, the development of the proposed Project will not result in the addition of a significant number of new jobs at the Airport and will also not constitute a significant contribution to waste water at the Project.

- b) **Would the Project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

Less Than Significant Impact. See discussion at XVI, a).

- c) **Would the Project require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environment effects?**

Less Than Significant Impact. See discussion at XVI, a).

- d) **Would the Project have sufficient water supplies available to serve the Project from existing entitlements and resources, or would new or expanded entitlements be needed.**

As discussed in the 1992 Initial Study, the Airport is supplied with water from the State and the Metropolitan Water District. The Airport is supplied by a 10-inch line down Fairplex Drive and an 8-inch line along Puddingstone Drive in a loop system.

Development of the proposed Project is not expected to create significant additional demand for water service at the Airport or place a significant burden on the supply and distribution system. As noted elsewhere in this study, the development of the proposed Project is not expected to result in the creation of a significant number of additional jobs, nor result in a significant increase in the occupancy of the facilities provided by the Project. As a result, the Project is not expected to result in demand for additional water supplies and supplies from existing entitlements and resources are expected to be sufficient to service the Project as well as the other facilities at the Airport.

- e) **Would the Project result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments**

Less Than Significant Impact. See discussion at Section XVI, b).

- f) **Would the Project be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?**

Less Than Significant Impact. As discussed in the 1992 Initial Study at Page 4-18, the impacts of the 1992 Master Plan improvements will not significantly affect the ability of the City of La Verne to provide solid waste collection and disposal services. The development of the proposed Project would not significantly change these conclusions since up to 80% of the proposed Project will be devoted to aircraft storage and the remainder of the Project devoted to aviation related businesses will not contribute significantly to solid waste disposal means.

- g) **Would the Project comply with federal, state and local statutes and regulations related to solid waste?**

Less Than Significant Impact. As described in the 1992 Initial Study, the County is required to comply with applicable laws and regulations governing diversion of solid waste. Under the terms of their leases, tenants of the proposed Project will be required to comply with these regulations, including County regulations and policies specifically applicable to tenants at the Airport.

## **XVII. MANDATORY FINDINGS OF SIGNIFICANCE.**

- a) **Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

This initial study and modified negative declaration has determined that no fish or wildlife habitat, animal or plant community or examples of California history or pre-history would be degraded by the proposed Project, once recommended measures are incorporated into the Project.

- b) **Does the Project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?**

This initial study and modified negative declaration has determined that implementation of the Project would not result in any cumulatively considerable impacts.

- c) **Does the Project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?**

This initial study and modified negative declaration has not identified any potential environmental effects that would cause substantial adverse impact on human beings, either directly or indirectly.

## ATTACHMENT B

### COMMENTS AND RESPONSES TO WRITTEN COMMENTS

#### RECEIVED ON THE INITIAL STUDY AND NEGATIVE DECLARATION

Presented below are responses to written comments received during circulation for the Initial Study/Mitigated Negative Declaration regarding the proposed Brackett Airport Executive Hangar Development project. Responses are provided to all comments that raise environmental issues, as required by the State of California Environmental Quality Act (CEQA) Guidelines. One comment letter was received and a copy of that letter is included on the following page.

#### Response to letter of comment received from City of La Verne

- 1 – 1 The developer will undertake to develop the proposed project in accordance with these applicable plans and regulations.
- 1 – 2 The developer will provide copies of the plans for the project to the City for its review and comment before issuance of any permits in order to ensure compatibility with the La Verne General and Specific Plan.





# CITY OF LA VERNE CITY HALL

3660 "D" Street, LaVerne, California 91750

August 7, 2005

Mr. Richard Smith  
County of Los Angeles  
Department of Public Works  
Aviation Division  
900 So. Fremont Avenue  
Alhambra, CA 91803-1331

**RE: Response to Notice of Negative Declaration/Initial Study  
Brackett Airport Executive Hangar Development**

Dear Mr. Smith:

The City of La Verne is in receipt of your **Draft Mitigated Negative Declaration** for the above project, a proposal by the County of Los Angeles to construct a new executive hangar development.

In accordance with Section 15070 of the CEQA Guidelines, we have reviewed information regarding the project, project site, and applicable state and local regulations and are submitting the following comments:

## **ZONING AND LAND USE:**

The project site is located in the City of La Verne, within the Arrow Corridor Specific Plan. The land use designation is Industrial and the use is permitted.

I-1 In accordance with relevant policies of the La Verne General Plan and specific plan, we ask the County's cooperation to ensure that sites developed on the airport are developed in accordance with the County's Brackett Field Master Plan and the City's general plan and land use regulations.

I-2 I. **AESTHETICS.** The City requires a Precise Plan of Design for all new construction. The Precise Plan of Design assures that all aspects of the project, i.e. the architecture, landscaping, hardscape, circulation, access, etc. is consistent with the La Verne General Plan and Specific Plan. Since the plans



General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Parks & Community Services 909/596-8700  
Public Works 909/596-8741 • Finance 909/596-8716 • Planning 909/596-8706 • Building 909/596-8713  
Fax 909/596-8737

1-2 | submitted with the Negative Declaration do not indicate the design of the facility, the City would like the opportunity to review the project prior to issuance of any permits to determine its compatibility with the above in accordance with the settlement agreement.

### **XIII. PUBLIC SERVICES:**

1. The La Verne Fire Department is responsible for primary fire protection of Brackett and is responsible for conducting plan checks of any applicable improvements. In accordance with the Joint Settlement agreement dated July 20, 1999, *"The County shall collect from applicants fees for City review of improvement plans on a time and materials basis based on current City policy and shall forward the fees to the City"*. The County should advise the City what mechanism they want to use for recovery of fees for plan check of improvement plans.
2. The Fire Department's approval of plans are subject to conformance with the current UBC, UFC and local ordinances. These ordinances will require the following for the proposed development:
  - a. Building construction plans indicating fire access roads and fire hydrant systems shall be submitted for review to the La Verne Fire Department and approval prior to any construction.
  - b. Aircraft hangers which are classified as an H5 occupancy are not required to have a fire extinguishing system installed.
  - c. An approved manual, automatic or manual and automatic fire alarm system shall be installed and plans submitted for plan check through the La Verne Fire Department and the fire alarm system shall be reported to an approved central supervising station.
  - d. Exterior doors, gates or openings required shall be maintained readily accessible for emergency access by the Fire Department and building Knox box shall be installed in an accessible location.
3. Businesses electing to conduct business within Brackett Airport are subject to annual fire inspections (at this time no cost) and subsequent permits, if required under Section 105 of the Uniform Code. There is a charge for permits (\$80 for the first permit per business and \$50 for each subsequent). Since the permits are not classified as improvement plans as outlined in the Joint Settlement, the permits shall be paid directly to the La Verne Fire Department.

**XVI. UTILITIES AND SERVICE SYSTEMS:** Correction to d) The Airport is supplied water by the City of La Verne, whose water is derived from the State Water Project and local sources (not MWD).


Mr. Richard Smith  
Brackett Executive Park

We appreciate the opportunity to comment on the Mitigate Negative Declaration/Initial Study and request that we receive prompt notification of all public notices and public hearings associated with this project (as applicable) and provision of the design plans once they are ready for review..

If you have any questions regarding the above, please don't hesitate to contact me at 909-596-8706.

Respectfully,

HAL G. FREDERICKSEN  
Community Development Director

A handwritten signature in cursive script that reads "Linda Christianson". The signature is written in black ink and is positioned above the printed name and title.

By: Linda Christianson  
Senior Planner

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PETER N. SCOLNEY  
JOHN F. FELDTSTED

August 29, 2006

Mr. Ted Gustin  
County of Los Angeles  
Department of Public Works  
Aviation Division  
900 South Fremont Avenue  
Alhambra, California 91803-1331

Re: City of La Verne  
Response to Notice of Negative Declaration/Initial Study  
Brackett Airport Executive Hangar Development

Dear Mr. Gustin:

Thank you for forwarding the comments from the City of La Verne on the Draft Mitigated Negative Declaration for the proposed Sunrise Pacific Aviation, LLC hangar development project at the Brackett Airport.

We have reviewed the comment letter from the City, dated August 7, 2005, and would like to incorporate the following items in response to the points raised by the City. Paragraph references below are the same as in the Draft and the City's letter to the County.

IX. Zoning and Land Use.

As noted by the City, the project site is located in the City of La Verne within the Arrow Corridor Specific Plan and is subject to the La Verne General Plan and land use regulations and the County's Brackett Field Master Plan.

The developer will undertake to develop the proposed project in accordance with these applicable plans and regulations.

I. Aesthetics.

The City requires a Precise Plan of Design for all new construction to assure that all aspects of the project, i.e., architecture, landscaping, hardscape, circulation, access, etc., is consistent with the La Verne General Plan and Specific Plan.

Since plans were not included with the Negative declaration, the developer will provide copies of the plans for the project to the City for its review and comment before issuance of any permits in order to insure compatibility with the General and Specific Plan.

XIII. Public Services.

1. The City has noted that the County is obligated to collect applicants fee's for City review of improvement plans on a time and materials basis based on current City policy and shall forward the fees to the City.

The City has requested the County to advise the City on the mechanism to use for recovery of fees for plan check of improvement plans. Please let us know if and to the extent the developer will be responsible for payment of these fees and we will arrange for payment.

2. The Fire Department's approval of plans are subject to conformance with the current UBC, UFC and local ordinances. As required in the City's letter, the developer will undertake to do the following:
  - A. The developer will provide building construction plans indicating fire access roads and fire hydrants systems to the La Verne Fire Department for review and approval prior to any construction.
  - B. An approved manual, automatic or manual and automatic fire alarm system will be installed and plans submitted for plan check through the La Verne Fire Department. In addition, the fire alarm system shall be reported to an approved central supervising station.
  - C. Exterior doors, gates or openings required shall be maintained readily accessible for emergency access by the Fire Department and building Knox box rapid entry system shall be installed in an accessible location.
3. Businesses electing to conduct business within Brackett Airport are subject to annual fire inspections and subsequent permits, if required under Section 105 of the Uniform Code. The developer will make payment for all necessary permits for its operations directly to the La Verne Fire Department. To the extent any of the developer's subtenants elect to conduct any business within the improvements, the leases with such subtenants will require them to make payment to the La Verne Fire Department for any required inspections.

Mr. Ted Gustin  
August 29, 2006  
Page 3


XVI. Utilities and Service Systems.

The developer acknowledges that the Airport is supplied water by the City of La Verne, whose water is derived from the State Water Project and local sources, not MWD, and Section XVI, d) is so amended.

Please let me know if there are any other concerns that come up in connection with the review of the Draft Mitigated Negative Declaration.

Thank you for forwarding the City's comments to me. I look forward to hearing from you.

Sincerely yours,

  
John F. Feldsted

JFF:sl

G:\fil\hangar\brackett\la.verne.neg.dec.comment.resp.wpd

**LEASE AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND**  
**SUNRISE PACIFIC AVIATION, LLC**  
**FOR PREMISES AT**  
**BRACKETT FIELD AIRPORT**  
**1615 MCKINLEY AVENUE**  
**LA VERNE, CA 91750**

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COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

**LEASE AGREEMENT**

THIS AGREEMENT ("Lease") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and among the County of Los Angeles (the "County"), a body corporate and politic, and Sunrise Pacific Aviation, LLC, a limited liability corporation organized and existing under the laws of the State of California (hereinafter referred to as "Lessee"),

**WITNESSETH:**

**WHEREAS**, the County of Los Angeles is the owner of Brackett Field Airport (the "Airport"); and,

**WHEREAS**, County may, at its discretion, use the services of a designated Contract Airport Manager from time to time, hereinafter referred to as "Manager," for the purpose of collecting the rent payments, performing other property management functions, and enforcing the airport rules and regulations; and,

**WHEREAS**, the County and Lessee mutually agree to enter into a Lease for the use and occupancy of approximately 350,390 square feet of unimproved vacant land at the Airport as shown on Exhibit A, together with all buildings, structures, improvements, additions and permanent installations constructed and installed therein or thereon (hereinafter called the "Leased Premises").

**NOW, THEREFORE**, for and in consideration of the respective promises and mutual agreements made by the Parties hereto hereinafter set forth, the County hereby grants to Lessee the right to use and occupy the Leased Premises upon the following terms and conditions mutually agreed by the Parties as follows:

**SECTION 1**  
**TERM**

- 1.1 The term of this Lease shall be for a thirty (30)-year period commencing on and effective upon the date of approval by the County Board of Supervisors ("Commencement Date"), and expiring on January 31, 2037, hereinafter referred to as "Original Term," unless sooner terminated in accordance with the provisions hereof.
- 1.2 Lessee shall have the right to renew this Lease for three (3) additional periods of five (5) years each, commencing upon the expiration of the original term, by the giving of prior written notice of Lessee's intent to renew the Lease to the Director of the Department of Public Works of the County of Los Angeles ("Director") no later than 90 days prior to the expiration of the Lease term, provided that any such renewal shall be upon standard terms, conditions, and provisions then in effect at the Airport.

**SECTION 2**  
**LEASED PREMISES**

- 2.1 Lessee shall, at Lessee's expense, prior to the Commencement Date of the Lease, provide County with a survey and legal description of the premises acceptable to Director in his sole discretion, prepared by a licensed surveyor.

**SECTION 3**  
**USE OF LEASED PREMISES**

- 3.1 Lessee shall continuously occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:
- 3.1.1 For the construction and operation of hangar and related aviation office facilities;
- 3.1.2 For the subleasing of ramp, hangar and aviation-related office space for Approved Uses. For purposes of this Lease, Approved Uses shall include the following:
- a. provision of aircraft hangar spaces, parking and tie down services for storage of aircraft;
  - b. provision of one or a combination of airframe, engine and accessory overhaul and repair services on aircraft, sale of aircraft parts and accessories;
  - c. provision of avionics, propeller, instrument and accessory repair services, sale of new or used aircraft instruments and accessories;
  - d. provision of general aviation flight training services;
  - e. leasing and rental of aircraft to the public;
  - f. public sale of new and used aircraft;
  - g. provision of unscheduled charter or air taxi services to the public for hire;
  - h. provision of specialized commercial flight services, including crop dusting and agricultural application, aerial photography and surveying, fire fighting operations, power line and pipeline patrols;
  - i. provision of office space and landside parking for rental car operations;
  - j. flying clubs and cooperatives; and
  - k. multiple services comprising any combination of the foregoing activities.
- 3.1.3 For the parking of automobiles and other vehicles operated by Lessee, its sublessees and their invitees, within hangar spaces and in designated parking areas on the land side of the premises;

- 3.1.4 For business and operations offices in connection with the purposes authorized hereunder; and
- 3.1.5 For any other activities directly related to activities permitted hereunder, and other uses that may hereafter be permitted and authorized by Director in writing.
- 3.1.6 Lessee shall not use the Leased Premises, or any portion thereof, for any purpose other than the Approved Uses in this Section 3 herein, unless Director or Manager approves such use in advance, in writing, said authorization not to be unreasonably withheld. Unapproved uses shall constitute a material breach of this lease and shall be subject to an immediate default. Lessee also shall not permit use of the Leased Premises for residential use or construction of residential dwellings inside of hangars. The parties acknowledge that non-aeronautical commercial activities are temporary, and may not displace aeronautical uses of airport facilities. Such non-aeronautical uses may be subject to the approval of the Federal Aviation Administration under applicable law and regulations, and written approval of Director, in his/her sole discretion, and are revocable by Director or Manager at any time during this Lease with a 5-day advance notice to Lessee.
- 3.1.7 County reserves the right to charge standard rates and fees, including fees specified in Section 4.4 hereof, for uses other than these Approved Uses which it may permit. Lessee agrees to pay a non-negotiable rental surcharge for all approved non-aeronautical activities conducted on the Leased Premises, in the minimum amount of 50% of the prevailing base hangar rental rate, or 100% of the prevailing base land rental rate, whichever applies, for the respective space occupied by non-aeronautical use, unless a more appropriate rate is otherwise agreed to by Director and Manager, in their sole discretion. Lessee shall be liable to County for any rates and fees, including surcharges, imposed by County for non-aeronautical uses, from the date of the non-aeronautical occupancy.

#### **SECTION 4**

#### **RENTS AND FEES**

- 4.1 For Use and Occupancy of the Leased Premises herein granted, Lessee agrees to pay to County or Manager during the period commencing on the Commencement Date and ending January 31, 2008 a total monthly rent of \$11,679.67.
  - 4.1.1 In consideration of the improvements to be completed, and provided Lessee is not in default under the terms of the Lease hereunder, Lessee shall receive abatement in the rent to \$1,000 per month as rent for the Leased Premises for the first twelve (12) months from the Commencement Date. Upon execution of this Lease, Lessee shall pre-pay the full first and last months' rent of \$23,359.34.
  - 4.1.2 Effective on February 1, 2008, and on February 1st of each succeeding year of this Agreement (other than the first year of any option term under Section 1.2 hereof), the annual rental payable hereunder shall be adjusted by the Consumer Price Index ("Index"), as hereinafter defined, as follows:
    - 4.1.2.1 The previous year's rent shall be adjusted by that percentage increase reported in the Index for that twelve (12) month period taken ninety (90) days prior to the date the annual adjustment is due. The product of the previous year's rent and the Index percentage is the additional amount payable to County or Manager. As soon as the adjusted rent for each year is determined, Director or Manager shall

give Lessee thirty (30) days' written notice of the amount of the adjusted rent. If the adjusted rent is not finally determined until after the commencement of the successive year, Lessee shall nevertheless pay County or Manager at the rate of the former year's rent, but only as a credit against the amount of the adjusted rental when finally determined.

4.1.2.2 Notwithstanding anything to the contrary contained in this lease, the rental payable to County or Manager shall never be adjusted to an amount less than the previous year's rent.

4.1.3 Lessee shall have 270 days from the Commencement Date of the Lease document to begin construction of the project. For purposes of this Lease, commencement of construction shall be deemed to have occurred when Lessee has filed plans with the County Building department for the project. In the event that the project is not commenced within that time period, Lessee shall pay to County or Manager as additional rent a penalty equal to 20% of the base rent as adjusted pursuant to this Section 4, payable per month, until the Project is started. Said amounts shall not be less than \$14,015.60 per month.

4.1.4 Lessee shall have twenty-four (24) months from the Commencement Date of the Lease to complete construction of the project. In the event that the project is not completed (defined as the Certificate of Occupancy) within that time period, Lessee shall pay to County or Manager as additional rent a penalty equal to 50% of the base rent as adjusted pursuant to this Section 4, payable per month, until the project is completed. Said amounts shall not be less than \$17,519.51 per month.

4.1.5 In the event the project is not completed within thirty (30) months from the Commencement Date of the Lease, County will have the option to a) cancel the Lease; or b) require Lessee to pay as additional rent an amount equal to 100% of the base rent as adjusted pursuant to this Section 4, payable per month. Said amounts shall not be less than \$23,359.34 per month.

4.1.6 Upon exercise of the options provided under Section 1.2 hereof, the monthly rent shall be adjusted to the standard rent then in effect for users of the airport at that time or the fair rental value, whichever is greater. In the event County and Lessee cannot agree upon the rental value before sixty (60) days prior to the commencement of any such option term, the rental shall be determined as set out in this section and the following subsections:

4.1.6.1 At least sixty (60) days prior to the commencement of the period for which rent is to be established, County and Lessee shall each appoint an appraiser to appraise the fair rental value and/or rate of return of the premises as appropriate, using methods recognized in the real estate appraisal profession as appropriate for such appraisals. The Parties shall exchange completed appraisals within sixty (60) days following appointment of the appraisers. Each party shall bear all costs and expenses of the appraiser appointed by it. Failure to comply with any time limit established in this section or any of its subsections shall be an incident of default under this Lease. For purposes of this section, all appraisers shall be MAI members of the American Institute of Real Estate Appraisers, or any successor organization, should the American Institute cease to exist.

- 4.1.6.2 If the two appraisals contain fair rental value determinations which are within Ten Percent (10%) of each other, the fair rental value shall be the arithmetic average of the values in the two appraisals;
- 4.1.6.3 In the event the two appraisals differ by more than Ten Percent (10%), the Parties shall, within ten (10) days following the exchange of appraisals, appoint an arbitrator who may be an appraiser, retired judge, or other person having experience in real estate evaluation or resolution of disputes. If the Parties cannot agree upon an arbitrator, they shall, within five (5) days, select a retired judge from the panel maintained by Judicial Arbitration and Mediation Services. The arbitrator, once appointed, shall within thirty (30) days following appointment review the two appraisals and select that one appraisal which in the opinion of the arbitrator most closely represents the fair rental value or rate of return of the Leased Premises as appropriate. The value set forth in the appraisal shall be used to establish the new rent for the Leased Premises. The arbitrator shall not hold a hearing, or receive testimony or evidence, but may request written comments from the Parties to be submitted on a specified date within the thirty (30) days period following his appointment. The only issues to be addressed by the arbitrator are those specified within this subsection 4.1.6.3. The locale for the arbitration shall be within the County of Los Angeles. The sole issue for determination by the arbitrator shall be the fair rental value of the Leased Premises in accordance with the principles set forth in this section. The expenses, subject to assessment by the arbitrator, shall be borne equally by the Parties. The materials to be submitted to the arbitrator shall be limited to the data exchanged between the Parties prior to submission to arbitration. No motions or discovery shall be permitted as part of the arbitration process. The decision of the arbitrator shall be in writing. It shall have determined only the specified issue presented which will be either the rate of return, the fair market value or the fair rental value, or some combination of those three issues. The arbitrator may not impose any other awards except a sanction for failure to comply with an order made by the arbitrator. Each party shall bear its own costs of the arbitration, including one-half of the arbitrator's fees. The decision of the arbitrator shall be final and binding upon the Parties and shall be enforceable in any court of law as if it were a final judgment;
- 4.1.6.4 In the event the rent adjustment process is not completed prior to the beginning of a new lease year, Lessee shall continue to pay at the rate in effect at the beginning of the adjustment period until the adjustment rent is determined. Upon determination of the adjusted rent, Lessee shall pay the adjusted rental for all subsequent months and shall pay to Manager the difference between the amount paid between the beginning of the new lease year and the amount of the rent as adjusted for that period.
- 4.1.6.5 In no event shall the rental amount be less than the prior year's monthly rent.
- 4.1.6.6 Any delay or failure of County or Manager in increasing Rent under Section 4 shall not (a) constitute a waiver of County's or Manager's right to subsequently increase the Rent and collect such Rent retroactively as contemplated by this Section 4; or (b) in any way waive or impair the continuing obligations of Tenant under this Section 4.

- 4.2 The term Index as used herein shall mean the Consumer Price Index for all Urban Consumers, All Items, for the Los Angeles-Riverside-Orange County area, as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the CPI shall be converted to the equivalent of the base year 1982-84 = 100.
- 4.2.1 If the described Index is no longer published, another index generally recognized as authoritative shall be substituted as selected by the Chief Officer of the Bureau of Labor Statistics or its successors. If no such government index or computation is offered as a replacement, Director and Lessee shall mutually select a percentage for calculating future annual adjustments.
- 4.3 The monthly rent shall be paid on the first day of each month in advance at the office of the Airport Manager, made payable to American Airports Corporation, or at such other office as may be directed in writing by Director or Manager.
- 4.4 In addition to all other rents and fees set forth in this Section, and commencing upon the effective date of the Agreement, Lessee shall pay to County or Manager any other standard fees or charges that may be set, or imposed at any time by County on the operations at the Airport, which charges shall be applicable to all similar users at the Airport. All commercial uses shall be subject to the rates and fees established for each use at the Airport. No tenant shall operate a commercial business on the airport without a permit and payment of the applicable fee.
- 4.5 Lessee acknowledges that late payment by Lessee to County or Manager of any Agreement fees will cause County or Manager to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any installment of Agreement fees due from Lessee is not received by the tenth (10<sup>th</sup>) day after the due date, Lessee shall pay to County or Manager an additional sum of Five Percent (5%) of the amount due as an administrative processing charge. The Parties agree that this processing fee represents a fair and reasonable estimate of the costs that County or Manager will incur by reason of late payment by Lessee. Acceptance of any processing fee shall not constitute a waiver of Lessee's default with respect to the overdue amount, or prevent County or Manager from exercising any of the other rights and remedies available to County or Manager. Agreement fees not paid when due shall bear simple interest from date due until paid, at the rate of One-and-One-Half Percent (1.5%) per month.

## **SECTION 5**

### **PERFORMANCE AND SURETY BONDS**

- 5.1 The Surety Bond may be waived on the condition that Lessee provides County with an irrevocable Letter of Credit in a form acceptable to County for the full amount of the construction cost. In the event Lessee does not provide a Letter of Credit that is acceptable to County, then Lessee must provide a Surety Bond as stipulated in Sections 5.2 and 5.3.
- 5.2 Lessee shall, at its own cost and expense, furnish County or Manager a Surety Bond, in all respects satisfactory to County. The requirements for such bond is as follows:
- 5.2.1 Within ten (10) days prior to commencement of any construction as provided herein, Lessee shall furnish a Surety Bond issued by a surety company licensed to transact business in the State of California in an amount equal to One Hundred Percent (100%) of the contract price of all construction required of Lessee pursuant to this Lease, said bond and said company to be in all respects satisfactory to County. Said bond shall name Lessee as principal, said company as surety, and County as obligee to assure full and

satisfactory performance by Lessee of Lessee's obligation contained herein to build, construct, and install improvements. In the event Lessee constructs any improvements by itself, County and Lessee agree that a letter from an accredited lending institution shall be submitted to County guaranteeing that funds necessary to accomplish any such construction shall be irrevocably set aside for the sole purpose of completing said construction, without the right of offset by such institution for other debits. Such bond shall be conditioned upon faithful performance by Lessee of the terms and conditions of the contract. The bond shall be renewed to provide for continuing liability in the above amount, notwithstanding any payment or recovery thereon. In the event that Lessee employs a licensed contractor for the construction herein required and obtains from said contractor or contractors similar bond or bonds in like amount, in all respects satisfactory to County, upon application by Lessee and upon the naming of County as an additional obligee under such bond or bonds, County will accept said contractor's bond in lieu of the bonds otherwise required by this paragraph. The bond shall remain in full force and effect until one year from completion of the building and issuance of a Certificate of Occupancy.

- 5.3 In the event Lessee constructs any improvements by itself or wishes to replace the Surety Bond described in Section 5.2 above with a Letter of Credit for the full amount of the construction, County and Lessee agree that a letter from an accredited lending institution shall be submitted to County guaranteeing that the full amount of the funds necessary to accomplish any such construction shall be irrevocable and set aside for the sole purpose of completing said construction, without the right of offset by such institution for other debits. The form of Letter of Credit is attached as Exhibit D.
- 5.4 Nothing in this Section 5 shall be deemed to relieve Lessee of the obligation to keep the Leased Premises from liens and stop notices filed by its contractors, subcontractors, and material suppliers.

## **SECTION 6**

### **SECURITY DEPOSIT**

- 6.1 In addition to the bond requirements described in Section 5 of this Lease, Lessee must also provide a security deposit to assure Lessee's faithful performance of the terms of this Lease. This security deposit may be in the form of cash or a Time Certificate or Letter of Credit made payable to County and drawn on a bank approved by County. Should Lessee request, and County approve, the use of non-cash deposit instruments for Lessee to satisfy all requirements described in this Section 6, such deposit instruments shall meet the standards established in the policies and procedures attached hereto as Exhibit D, shall be made payable to County, and shall be deposited with the Cashier, Los Angeles County Department of Public Works. This sum shall be used and applied as follows:
- 6.1.1 The sum equal to one month of rent (i.e., the last month's rent referred to in subsection 4.1.1 hereof), starting at \$11,679.67 and increased by CPI or fair market value, shall be retained by County or Manager as a guarantee to cover delinquent rent or other charges and may be so applied. In the event all or any part of said sum so deposited is applied against any charge due and unpaid, Lessee shall immediately reimburse said deposit upon demand by County or Manager so that at all times during the life of this Lease said deposit shall be maintained at an amount no less than the prior month's rent.
- 6.1.2 Not less than ten (10) days prior to the commencement of construction, Lessee shall deposit a sum equal to two months' rent, or \$23,359.34, which shall be retained until Lessee completes all construction as shown on Exhibit C and a Certificate of Occupancy for improvements on the Leased Premises is issued by the local City or County authority.



Upon issue of Certificate of Occupancy and receipt of a photocopy, this \$23,359.34 Security Deposit will be returned to Lessee within a reasonable time.

- 6.2 If Lessee fully and faithfully complies with all terms, provisions, covenants and conditions of this Lease, the security deposit referred to in subsection 6.1.1 shall be returned to Lessee at the expiration of the Lease term, or an accounting given by County or Manager as to the complete or partial use thereof within fourteen (14) days of Lessee's surrender of the Leased Premises.

**SECTION 7**  
**ACCEPTANCE, CARE, MAINTENANCE**  
**IMPROVEMENTS AND REPAIR**

- 7.1 Lessee warrants that it has inspected the Leased Premises, and accepts possession of the Leased Premises and any improvements thereon, if any, "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by ordinances of County, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, County shall not be required to maintain nor to make any improvements, repairs, or restorations of any kind upon or to the Leased Premises, or to any of the improvements presently located thereon. County shall never have any obligation to repair, maintain or restore, during the term of this Lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns.
- 7.2 Lessee shall, throughout the term of this Agreement, assume the entire responsibility, cost and expense for all repair and maintenance on the Leased Premises and all improvements thereon, including those proposed to be built in Section 7.5 hereof, in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:
- 7.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises; and,
- 7.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law; and,
- 7.2.3 Repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water or other parts of the Leased Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and to remediate any release caused by Lessee or any of its invitees, tenants or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency, or as stated in Section 10 herein; and,
- 7.2.4 Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas; and,
- 7.2.5 Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and cable lines, sanitary sewers and storm sewers.

- 7.2.6 Lessee hereby waives any and all claims against County and Manager for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any utility system, water supply system, drainage system, heating or gas system, or air conditioning system, electrical apparatus or wire serving the Leased Premises.
- 7.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from Director or Manager to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance; or (b) within a period of ninety (90) days if the said notice specifies that the work to be accomplished by Lessee involves preventive maintenance only; or (c) to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under this Agreement; then, Director or Manager may, at their option, and in addition to any other remedies which may be available to them, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to County or Manager by Lessee on demand. Provided, however, if in the opinion of Director, Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of County or other tenants at the Airport, and County so states same in a notice to Lessee, the Director may, at his/her sole option, in addition to all other remedies which may be available to him/her, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to County the cost and expense of such performance on demand. Furthermore, should County, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from County's or Manager's sole gross negligence. The foregoing shall, in no way, affect or alter the primary obligations of Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon County or Manager any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.
- 7.4 Lessee shall provide detailed plans and specifications to the Aviation Division of the Department of Public Works of the County ("Aviation Division") for any and all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements"), including, without limitation, the new facility to be constructed by Lessee pursuant to Exhibit C, which is attached hereto and made a part hereof, undertaken by Lessee, and shall be submitted to and receive the written approval by Director prior to commencement of any improvement. Upon receipt and proper review by Director of the plans and specifications for the proposed improvements, Director shall advise Lessee of his/her approval or disapproval of the proposed work, and in the event he/she disapproves, stating his/her reasons therefor. The purpose for the foregoing review and/or approval by Director is solely to ascertain compliance with internal standards of the Aviation Division and shall not relieve or excuse any need to obtain building or other permits, from having to comply with all legal requirements, or relieve Lessee from its obligation to indemnify County under Sections 10 and 14 hereof. Absolutely no work shall be commenced on Leased Premises until building permits and all other agency approvals are obtained by Lessee.

- 7.5 Lessee shall construct hangar facilities totaling approximately 121,420 square feet and site improvements on the Leased Premises in accordance with Exhibit C, as modified, supplemented or amended pursuant to the Airport alteration application review process. Pursuant to Section 7.4, on or before thirty (30) days from the Commencement Date of this Agreement, Lessee shall submit plans and specifications to the Director for his/her review and written approval.
- 7.5.1 Lessee, at its sole expense, and prior to the commencement of construction, shall obtain, arrange for, and bear the cost of all permits or entitlements, including plan check and inspection fees, licenses, environmental impact reports, site preparation, and surface treatment useful or necessary for construction, operation or maintenance of the improvements contemplated by this Lease. Lessee shall also obtain permits and provide for, at its sole cost and expense, relocation of facilities of others, and enclosure of Leased Premises as is necessary or required for health or safety in the construction, operation, and maintenance of the Leased Premises as used by Lessee.
- 7.5.2 All proposed landscaping improvements must be aesthetically attractive as reasonably determined by Director. All installation and maintenance costs of facilities or landscaping shall be the responsibility of Lessee for the entire term of the Lease, unless otherwise agreed to in writing by Director.
- 7.5.3 At least ten (10) business days prior to commencement of construction, Lessee shall furnish Director and Manager with written Notice of Intention to commence construction so that County or Manager may post upon the Leased Premises a Notice of Non-Responsibility.
- 7.5.4 Lessee agrees that County or Manager may have on the site, at all times, during the period of construction of the said improvements as set forth in Section 7.5 herein, or during any period of additional construction or any alterations and repairs as set forth under this Section 7, a representative of County or Manager who shall have the right to access said construction work and construction processes to ascertain that said construction work is being performed in accordance with the said final plans and specifications. County will provide for any special or continuous inspection of the work to be done under the Lease when special or continuous inspection is required by ordinance, or when circumstances would normally require the presence of a County inspector. Lessee further agrees that at the commencement of the construction work, it will notify Manager in writing of the identity, place of business, and business telephone number of a person who shall be Lessee's representative for purposes of communication with Lessee by County's representative provided for in this inspection. Lessee shall notify Manager of any change in this designation, in writing, immediately.
- 7.6 If Lessee makes any improvements without Director's approval, then, upon notice to do so, Lessee shall remove the same or, at the option of Director, cause the same to be changed to the satisfaction of Director. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, Director may effect the removal of or change to the improvement and Lessee shall pay the cost thereof to County. Lessee expressly agrees in the making of all improvements that, except with the written consent of Director, it will neither give nor grant, nor purport to give or grant, any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any Party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. County hereby gives notice to all persons that no lien attaches to any such improvements.

- 7.7 Lessee agrees that any such additional construction, additions, alterations, repairs or changes in the Leased Premises shall not obligate or impose any other legal requirement on County to extend the term of this Lease.
- 7.8 Lessee shall furnish to County such additional construction Surety Bonds as specified and required under Sections 5.2 and 5.3 herein, and Lessee further agrees to furnish County and Manager a set of "as-built" Plans and Specification, and a Master Plan of Electrical Circuitry and Plumbing for any additional construction.
- 7.9 Lessee's improvements, erected or constructed upon the Leased Premises, shall remain the property of Lessee for as long as this Lease shall remain in effect, but such improvements shall become the property of County upon expiration or termination of this Lease, free and clear of all claims on the part of Lessee on account of any repair or improvement work done under the terms hereof by Lessee. The vesting of title in County at the time specified is a part of the consideration for this Lease. County shall not be liable to Lessee or Lessee's contractors or sublessees for the value of any improvements constructed or located on the Leased Premises.

## **SECTION 8**

### **STORM WATER**

- 8.1 Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Lessee further acknowledges that it is familiar with these storm water regulations; that it conducts or operates "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.
- 8.1.1 Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that it has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Leased Premises operated by Lessee. Lessee acknowledges that the storm water discharge permit issued to County or Manager may name Lessee as co-permittee.
- 8.1.2 Notwithstanding any other provisions or terms of this Lease, including Lessee's right to quiet enjoyment, County, Manager and Lessee acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."
- 8.1.3 Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this Lease and any subsequent renewals.
- 8.2 Permit Compliance. Director or Manager will provide Lessee with written notice of those storm water discharge permit requirements, which are in the Airport's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: certification of non-storm water pollution prevention of similar plans; implementation of "good housekeeping"

measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within seven (7) days of receipt of such written notice, shall notify Director in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. Lessee warrants that it will not object to written notice from Director for purposes of delay or avoiding compliance.

- 8.2.1 Lessee agrees to undertake, at its sole expense, unless otherwise agreed to in writing between Director or Manager and Lessee, those storm water discharge permit requirements for which it has received written notice from Director or Manager. Lessee warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Director or Manager and Lessee. Lessee acknowledges that time is of the essence.
- 8.2.2 Director or Manager agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.
- 8.2.3 Lessee agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time, and hereby appoints Director or Manager as its agent to negotiate with the appropriate governmental entity any such permit modifications.
- 8.2.4 Director or Manager will give Lessee written notice of any breach by Lessee of the Airport's storm water discharge permit or the provisions of this Section 8. Such a breach is material, and if of a continuing nature, County may seek to terminate this Lease pursuant to Section 23, Termination by County. Lessee agrees to cure promptly any breach.
- 8.2.5 Lessee agrees to participate in any organized task force or other work group established to coordinate storm water activities at the Airport.
- 8.2.6 Notwithstanding the foregoing, Lessee shall comply with all applicable laws and regulations relating to storm water discharge and County, Director or Manager's acts, or failure to act, shall not excuse Lessee from having to meet said requirements.

## **SECTION 9**

### **TRUST DEED BENEFICIARIES AND MORTGAGEES**

- 9.1 Lessee may, with the prior written consent of Director, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona fide lender limited to State or Federal chartered lending institution, or chartered insurance company or pension fund on the security of the leasehold estate, and Lessee may execute any and all instruments in connection therewith necessary and proper to complete such loan and perfect security therefore to be given to such lender. One (1) copy of any and all such security devices or instruments shall be filed with Manager no later than seven (7) days after the effective date thereof, and Lessee shall give Manager written notice of any changes or amendments thereto. Any such encumbrance holder shall have the right at any time during the time of the loan and while this Lease is in full force and effect:
  - 9.1.1 To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall prevent a forfeiture of Lessee's rights hereunder as if done by Lessee;

- 9.1.2 To realize on the security of the leasehold estate, and to acquire and succeed to the interest of Lessee hereunder by sale under the power of sale, foreclosure, or by a deed or assignment in lieu of foreclosure, and thereafter to convey, assign, or sublease said leasehold estate to any other person; provided, however, that said person shall agree to perform and be bound by any and all terms, conditions and covenants contained in this Lease.
- 9.2 The written consent of Director shall not be required in the case of:
- 9.2.1 A transfer of this Lease as the result of a sale under the power of sale or at a judicial foreclosure or a deed of trust or assignment to the encumbrance holder in lieu of foreclosure, provided the loan complies with the provisions specified above for a bona fide lender;
- 9.2.2 A subsequent transfer by an encumbrance holder who is a purchaser at any such sale or foreclosure, or an assignee in lieu of foreclosure, if the transferee is an established bank, savings and loan association, insurance company, or other institutional lender; provided, that in either such event encumbrance holder forthwith gives notice to County and Manager, in writing, of any such transfer forth the name and address of the transferee, the effective date of such transfer, and the express agreement of the transferee assuming and agreeing to perform all of the obligations under this Lease, together with a copy of the document by which such transfer was made. Any such transferee shall be liable to perform the obligations of Lessee under this Lease only so long as such transferee holds title to the leasehold estate. Such transferee shall be liable to pay County or Manager for any period of time prior to the time when such transferee takes possession of the Leased Premises; provided, however, that such obligations shall not be effective unless County shall have transmitted encumbrance holder notice of the original Lessee's default within sixty (60) days after such default occurs. Any subsequent transfer of the leasehold estate shall not be made without the prior written consent of Director and shall be subject to conditions relating thereto, as set forth in Section 9.1;
- 9.2.3 Any encumbrance holder shall not be obligated to cure any default or breach if said encumbrance holder is unable to secure possession of the Leased Premises, and if it is necessary for it to have possession of the Leased Premises, and if it is necessary for it to have possession in order for it to cure the default or breach. In the event that a period of time is necessary in order for the encumbrance holder to completely cure a default or breach, then it shall not be in default so long as it exercises diligence and proceeds promptly in curing the default or breach. The encumbrance holder shall have all the rights to mortgage or other lending documents approved by Director as herein for the appointment of a receiver, and to obtain possession of the premises, under, and in accordance with, the terms of said Deed of Trust, mortgage or other lending instrument. If the lender does not prevent the occurrence of default, the premises and all improvements will become the property of County, which will have no obligation to any person under the loan agreement for which Lessee's interest was secured.

## **SECTION 10**

### **HAZARDOUS WASTE**

- 10.1 Lessee shall be solely responsible for the proper management, storage, and disposal of hazardous substances and hazardous wastes used, generated, stored, disposed, treated, or caused to be present on the Leased Premises by the activities of Lessee. Notwithstanding any other provision of the Lease, Lessee shall not treat or dispose of hazardous wastes on County's premises. Lessee shall provide all required notices, including those mandated under right-to-

know laws, of the presence or use on the Leased Premises of hazardous substances, extremely hazardous substances, or hazardous wastes; shall provide all notices to appropriate authorities and to County and Manager of any releases to the environment of hazardous substances, extremely hazardous substances, or hazardous wastes; and shall obtain all permits necessary for the generation, storage, disposal, or treatment of hazardous wastes. Lessee shall manage used oil and other petroleum products as required by Federal and state law and regulations. Lessee shall be solely liable for the investigation, corrective action, or remediation of any release to the environment caused by Lessee, its invitees, employees, agents, or contractors of any hazardous waste, hazardous substance, extremely hazardous substance, oil or other petroleum-based substance.

10.2 For the purposes of this Lease, the terms "hazardous waste" and "hazardous substances" shall be deemed to include:

10.2.1 Hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 as amended from time to time, or the same or a related defined term in any successor or companion statutes, crude oil or byproducts of crude oil other than that which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8;

10.2.2 Substances which require investigation or remediation under any Federal, State or Local statute, regulation, ordinance, order action, policy or common law;

10.2.3 That which is or becomes defined as hazardous waste, hazardous substances, pollutant or contaminant under any federal, state or local statute, regulation, ordinance or amendment thereto, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and/or the Resource Conservation and Recovery Act (RCRA);

10.2.4 That which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or likewise hazardous and is or may become regulated by any governmental authority, agency, department, commission, board of instrumentality of the United States, the State of California or any political subdivision thereof;

10.2.5 Substances present on or about the Leased Premises which cause or threaten to cause a nuisance thereupon or to adjacent properties or pose a hazard to the health and safety of persons on or about such property;

10.2.6 Without limitation, substances containing gasoline, diesel fuel or other petroleum hydrocarbon;

10.2.7 Without limitation, substances containing polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.

10.3 Indemnification

Lessee agrees to indemnify, defend, release, save and hold harmless County and Manager, and their officials, employees, officers, districts and agents (collectively, "Indemnified Parties" or singularly, "Indemnified Party") from and against all claims, actual damages (including, without limitation, special and consequential damages), injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines, incremental increases in subsequent fine levels solely due to the activities covered by this Indemnification, charges, penalties and expenses (including, without limitation, reasonable attorneys', engineers', consultants' and expert witness' fees and costs incurred in defending

against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by any Indemnified Party, directly or indirectly arising from, or attributable to, the activity of Lessee, unless the result of County's or Manager's sole active negligence.

The Indemnification provisions of this document are intended to apply to the California Environmental Response, Compensation and Liability Act (CERCLA) as well as to California Health & Safety Code.

- 10.4 Lessee will provide containers and be responsible for the collection and disposal of waste, oils and solvents generated by Lessee's or sublessee's activities.
- 10.5 In the event of spillage, leakage, or escape ("release") of any hazardous substances for any reason, Lessee shall immediately notify Director at 1(800) 675-4357 (HELP), and make necessary repairs and erect necessary restraints and impoundments to prevent discharge into any property, channel, ocean drainage system or underground reservoirs. Lessee shall also promptly remove any and all hazardous substances that may have leaked, spilled or escaped and restore the Leased Premises and all other affected properties and/or facilities to their former condition or equivalent to Director's satisfaction, or as otherwise required by applicable law.

#### **SECTION 11** **ADDITIONAL OBLIGATIONS OF LESSEE**

- 11.1 Lessee may store aircraft components, equipment, parts, non-flammable and non-hazardous bulk liquids, scrap lumber, metal, machinery or other materials related to the conduct of its business on the Leased Premises, provided, however, that such storage shall be done only within a fully enclosed area screened from view. No storage may be done on any apron, ramp or taxiway, without prior written approval of Manager.
- 11.2 Derelict aircraft, inoperative ground vehicles, unused ramp equipment, scaffolding, hoists and related items not regularly and routinely in use as part of Lessee's business shall not be kept on the Leased Premises unless such materials are maintained within a fully enclosed, permanent structure.
- 11.3 No portable structures are allowed to be placed or to remain on the Leased Premises. Portable structures include, but are not limited to, campers, recreational vehicles (RVs), trailers, portable hangars, storage containers, or like non-permanent structures.
- 11.4 Violation of the requirements of Sections 11.1, 11.2 and 11.3 shall be cured by Lessee to the satisfaction of Director or Manager within thirty (30) days of posting of the property or notice to Lessee to remove said stored equipment or materials, or Director or Manager shall have the right to remove said stored equipment or materials at Lessee's expense.
- 11.5 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- 11.6 Further, Lessee shall take all reasonable measures not to produce on the Airport any disturbance that interferes with the operation by County or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport.



- 11.7 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from Director or Manager concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- 11.8 Lessee shall comply with all applicable environmental, health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements. Lessee agrees to allow Director or Manager access to premises and records to investigate compliance with all applicable laws if there is reason to suspect negligence or willful non-compliance.
- 11.9 Lessee shall comply with all written instructions of Director or Manager and applicable federal, state, and local laws, ordinances, and regulations in disposing of trash, garbage and other refuse. The frequency of removal thereof from the Airport premises shall, at all times, be subject to the rules, regulations and approval of Director or Manager. All disposal of trash, garbage, refuse and wastes shall be at regular intervals and at the expense of Lessee.
- 11.10 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste, or injury on the Leased Premises.
- 11.11 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.
- 11.12 Lessee shall take measures to ensure security in compliance with Federal Air Regulations and the Airport Security Plan.
- 11.13 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.
- 11.14 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. The term "working supply", as used in this Section 11.14, shall mean the amount consumed by Lessee during any normal work day. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- 11.15 Except for services permitted under Section 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to Director or Manager of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from Director or Manager.
- 11.16 It is the intent of the Parties hereto that noise, including, but not limited to, noise caused by aircraft engine operation, shall be held to a minimum. To this end, Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof, or any other noise, to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of Lessee, but in no event less than those devices or procedures that are required by Federal, state or local law. In addition, Lessee shall use its best efforts to minimize prop or jet blast interference to aircraft operating on or to buildings, structures and roadways now located on, or which, in the future, may be located on areas adjacent to the Leased Premises.

**SECTION 12**  
**INGRESS AND EGRESS**

- 12.1 Lessee shall have the right of ingress and egress to and from the Leased Premises and the public landing areas at the Airport by means of roadways and connecting taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.
- 12.2 The use of any such roadway or taxiway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated. County may, at any time, temporarily or permanently, close or consent to or request the closing of any such roadway or taxiway and any other way at, in or near the Leased Premises, presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to Lessee. Lessee hereby releases and discharges County and Manager, their officers, employees and agents, and their respective successors and assigns, of and from any and all claims, demands, or causes of action which Lessee may now, or at any time hereafter, have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to Lessee, whether within the Leased Premises or outside the Leased Premises at the Airport, unless otherwise mandated by safety considerations or lawful exercise of police power. Lessee shall not do, or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

**SECTION 13**  
**INSURANCE, DAMAGE OR DESTRUCTION**

- 13.1 To safeguard the interests of County and Manager, Lessee, at its sole cost and expense, shall procure and maintain throughout the term of this Lease insurance protection for "all risk" coverage on the structure and improvements of which the Leased Premises is a part, to the extent of One Hundred Percent (100%) of the actual replacement cost thereof, with insurance companies licensed to do business in the State of California. If said insurance company becomes financially incapable of performing under the terms of said policy, Lessee shall promptly obtain a new policy issued by a financially responsible carrier and shall submit such new policy, as previously provided.
- 13.1.1 The above-stated property insurance shall name County and Manager as Additional Insureds, provide thirty (30) days' written notice of cancellation or material change by registered mail to the Office of the Airport Manager, and have a deductible amount not to exceed Ten Thousand Dollars (\$10,000.00) per occurrence.
- 13.1.2 Lessee shall provide a copy of the above-stated property insurance policy to the Office of the Airport Manager at least seven (7) days prior to the inception of the Lease Agreement. Upon the failure of Lessee to maintain such insurance as above provided, County, at its option, may take out such insurance and charge the cost thereof to Lessee with the next installment of the monthly fee due hereunder, or may declare a default hereunder pursuant to Section 23 herein.

- 13.2 In the event any improvements, insurable or uninsurable, on the Leased Premises are damaged or destroyed (except damage or destruction caused by Lessee as set forth in Section 13.6 hereof) to the extent they are unusable by Lessee for the purposes for which they were used prior to such damage, or same are destroyed, Lessee shall promptly repair, rebuild, or replace the damaged or destroyed portion of the Leased Premises as they were immediately prior to such casualty, except for requirements of construction codes, which shall be as of the time of repair or replacement.
- 13.3 In the event of damage or destruction to any of the improvements upon the Leased Premises, County shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by Lessee pursuant to this Agreement. Upon the failure of Lessee to repair or rebuild, County may, as agent of Lessee, repair or rebuild such damage or destruction at the expense of Lessee, which expense shall be due and payable on demand.
- 13.4 Upon completion of all the work, Lessee shall certify in writing that such rebuilding and repairs have been completed, that all costs in connection therewith have been paid by Lessee, that said costs are fair and reasonable, and that said certification shall also include an itemization of costs. If the insurance proceeds are not sufficient, Lessee agrees to bear and pay the deficiency. Nothing herein contained shall be deemed to release Lessee from any of its repair, maintenance or rebuilding obligations under this Lease.
- 13.5 Lessee shall, at its expense, repair and replace any and all fixtures, equipment and other personal property necessary to properly and adequately continue its Airport business on the Airport, but in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction. During such period of repair or reconstruction, but not to exceed a period of six (6) months, the rentals provided for elsewhere herein shall be proportionately abated during the period from the date of such damage, destruction or loss until the same is repaired, replaced, restored or rebuilt, provided Lessee does not use said damaged Leased Premises or the location thereof for any purposes other than the repair or rebuilding of same. Such abatement shall not exceed the actual time required for arranging for and the doing of such work. The proportional amount of reduction of rentals will be directly related to the percent of Airport business adversely affected. Lessee agrees that such work will be promptly commenced and prosecuted to completion with due diligence, subject to delays beyond Lessee's control.
- 13.6 In the event the improvements on the Leased Premises are damaged or destroyed by fire or other cause by reason of any negligent act or omission of Lessee or its employees, this Lease Agreement shall continue in full force and effect, notwithstanding the provisions of Sections 13.2, 13.3, 13.4 and 13.5 hereof, and Lessee shall repair or rebuild the improvements so damaged or destroyed, at Lessee's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding.

**SECTION 14**  
**LIABILITIES AND INDEMNITIES**

- 14.1 County and Manager shall not, in any way, be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sublessees or tenants, or their guests or invitees unless said cost, liability, damage or injury was proximately caused by the sole gross negligence of County or one of its officers, agents, servants, employees or contractors, or said County or individual negligence was a substantial factor in the occurrence thereof.
- 14.2 Notwithstanding, and in addition to, Lessee's obligation to indemnify County and Manager pursuant to Section 10 above, Lessee agrees to indemnify, defend, release, save and hold harmless County, Manager, their officers, agents, servants and employees of, and from, any and all costs, liability, penalties, damages and expenses (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm, governmental entity or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including County and Manager personnel and County property, and any claim of violation of any permit or state, federal or local law or regulation protecting human health or the environment, or any governmental requirement under Section 20 below or any other section of this Lease, directly or indirectly arising from or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, invitees, sublessees or tenants. Provided, however, that upon the filing with County or Manager by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify, defend, save and hold County and Manager harmless, County or Manager shall notify Lessee of such claim, and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim, both on behalf of Lessee and behalf of County and Manager. It is specifically agreed, however, that County and Manager, at their own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against County and/or Manager for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal. Any and all release, indemnity, defense and hold harmless provisions in this Lease, including, without limitation, the entire Sections 10 and 14 herein, shall survive the termination of this Lease.
- 14.3 In addition to Lessee's undertaking, as stated in this Section 14, and as a means of further protecting County, Manager, and their respective officers, agents, servants, contractors and employees, Lessee shall, at all times during the term of this Agreement, obtain and maintain in effect Public Liability and Automotive Liability Insurance coverage as set forth in Exhibit B attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insureds. County reserves the right to increase the minimum liability insurance set forth in Exhibit B when, in County's Risk Manager's opinion, the risks attendant to Lessee's operations hereunder have increased.
- 14.4 Lessee represents that it is the owner of, or fully authorized to use, any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under, or in anywise connected with, this Agreement. Lessee agrees to save and hold County, Manager, their officers, employees, agents, contractors and representatives free and harmless of, and from, any loss, liability, expense, suit or claim for damages in connection with any actual or alleged

infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Lessee under, or in anywise connected with, this Agreement.

- 14.5 Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement, and that there is no such broker who is, or may be entitled to be, paid a commission in connection therewith. Lessee shall indemnify, defend, save and hold harmless County and Manager of and from any claim for commission or brokerage made by any such broker when such claim is based, in whole or in part, upon any act or omission of Lessee.
- 14.6 If, for any reason, Lessee shall neglect or fail to insure, or cause to insure and keep insured, those policies shown on Exhibit B required by this Lease, or to pay the premiums therefor, County or Manager may, at its option, procure or renew such insurance and pay the premiums thereon. Any amount paid for said insurance by County or Manager shall become immediately due and payable by Lessee to County or Manager. The premiums paid by County or Manager shall accrue simple interest at a rate of one-and-one-half percent (1.5%) per month until paid in full by Lessee.

#### **SECTION 15**

#### **RULES AND REGULATIONS**

- 15.1 From time to time, County may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all rules and regulations and all other Federal, state and municipal rules, regulations and laws, and to require its officers, agents, employees, contractors, suppliers, tenants, sublessees, and invitees to observe and obey the same. Director or Manager reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of such County Rules and Regulations, attached as Exhibit E.

#### **SECTION 16**

#### **SIGNS**

- 16.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to, and in accordance with, the written approval of Director or Manager, and said approval shall not be unreasonably withheld. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or other traffic, or which fails to conform to the architectural scheme of the Airport, or meet the requirements of County.

#### **SECTION 17**

#### **ASSIGNMENT AND SUBLEASE**

- 17.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Director, whose consent shall not be unreasonably withheld, except as provided in Section 17.4.
- 17.2 Any attempted assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of Director, shall entitle County or Manager at its option to forthwith cancel this Agreement.

- 17.3 Any assignment of this Agreement, approved and ratified by Director or Manager, shall be on the condition that the assignee accepts and agrees, in writing, to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including, but not limited to, the payment of all sums due, and to become due by Lessee under the terms hereof.
- 17.4 Subject to all of the terms and provisions hereof, Lessee may, without the prior written consent of Director, sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation, for the purpose of aircraft storage, provided that the term of the sublease does not exceed 36 months.
- 17.5 No consent by Director to assignment or subleasing by Lessee of portions of the Leased Premises shall, in any way, relieve Lessee of any of its obligations to County set forth or arising from this Lease, and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.
- 17.6 Any assignment or sublease shall require Lessee to provide to Director and Manager the following sublessee information: Tenant name, address, phone/fax number, email address, plane type, tail number, proposed use, and financial statement.
- 17.7 No consent to subleasing by Lessee to a person, corporation or partnership conducting any business for profit derived from activities at the Airport shall be granted by Director without a duly executed Permit Agreement between Director or Manager and the sublessee.
- 17.8 If Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Section 17, or if the Leased Premises are occupied by anyone other than Lessee, County or Manager may collect from any assignee, sublessee or anyone who claims a right to this Agreement or who occupies the Leased Premises, any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by County of the agreements contained in this Section 17 nor of acceptance by County of any assignee, claimant or occupant, nor as a release of Lessee by County from the further performance by Lessee of the agreements contained herein.
- 17.9 For the purposes of this Section 17, any assignment of stock by merger, consolidation or liquidation, or any change in the ownership of, or power to vote, a majority of the outstanding voting stock of Lessee from owners of such stock, or those controlling the power to vote such stock on the date of this Agreement, shall be considered an assignment.

## **SECTION 18**

### **CONDEMNATION**

- 18.1 In the event that the Leased Premises or any material part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this Lease, rentals for that portion of the Leased Premises so taken shall be abated from the date that Lessee no longer physically occupies the Leased Premises; provided, however, if the remaining portion of the Leased Premises is insufficient for Lessee's operations authorized hereunder, Lessee may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date it vacated the condemned portion (or effective as of any date thereafter and within ninety (90) days of the date of such vacation of the Leased Premises) by giving Director thirty (30) days' written notice of such termination. In such event, Lessee may be entitled to receive compensation as permitted by law.

**SECTION 19**  
**NON-DISCRIMINATION**

- 19.1 Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 19.2 Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 19.3 In this connection, County reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by Director to cease and desist, will constitute a material breach of this Agreement and will entitle County, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 19.4 Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing service to the public, and shall include thereon a provision granting County a right to take such action as the United States may direct to enforce such covenant.
- 19.5 Lessee shall indemnify, defend, release, save and hold harmless County, Manager, and their officers, agents, servants and employees from any and all claims and demands of third persons including the United States of America resulting from Lessee's noncompliance with any of the provisions of this Section 19, and Lessee shall reimburse County or Manager for any loss or expense incurred by reason of such noncompliance.

**SECTION 20**  
**GOVERNMENTAL REQUIREMENTS**

- 20.1 Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Lessee's operations at the Leased Premises which may be necessary for Lessee's operations thereat.

- 20.2 Lessee shall pay all taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder, or on the gross receipts or income to Lessee therefrom, including any possessory right which Lessee may have in or to Leased Premises covered hereby or improvements thereon by reason of its possessory rights, use or occupancy thereof, and shall make all applications, reports and returns required in connection therewith. Lessee shall be solely responsible for the payment of such taxes, assessments, fees or charges. In the event any such taxes or assessments described in this Section 20 are charged to Manager, Manager shall notify Lessee in writing of the amount due, and Lessee shall pay Manager said amount within thirty (30) days of such notice. In the event of failure to pay said taxes before delinquency and/or pay Manager the required amount within thirty (30) days, County or Manager may elect to treat such failure as a material breach of this Lease by Lessee.

**SECTION 21**  
**RIGHTS OF ENTRY RESERVED**

- 21.1 County and Manager, by their officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided such action by County or Manager, their officers, employees, agents, representatives and contractors does not unreasonably interfere with Lessee's use, occupancy, or security requirements of the Leased Premises.
- 21.2 Without limiting the generality of the foregoing, County, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of County, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof, and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, County shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by County shall not impose or be construed to impose upon County any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
- 21.3 In the event that any personal property of Lessee shall obstruct the access of County, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by Director, Manager or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from Director, Manager or said utility company to do so, the Director, Manager or the utility company may move it, and Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from County's or Manager's sole negligence.



- 21.4 At any reasonable time, and from time to time during the ordinary business hours, County, by its officers, agents, contractors and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.
- 21.5 Exercise of any or all of the foregoing rights, by County, or others under right of County, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

## **SECTION 22**

### **ADDITIONAL RENTS AND CHARGES**

- 22.1 Except as provided in Section 7.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from Director or Manager to perform, or commence to perform, any obligation required herein to be performed by Lessee, Director or Manager may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to County or Manager upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of County, or other tenants of the Airport, and Director or Manager so states in its notice to Lessee, County or Manager may perform such obligation of Lessee at any time after the giving of such notice, and charge to Lessee the reasonable cost and expense thereof, which Lessee shall pay upon demand.
- 22.2 If County or Manager elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by County or Manager, as the result of such failure, neglect or refusal of Lessee, including interest, not to exceed the greater of Fifteen Percent (15%) per annum or the rate which is Four Percent (4%) per annum above the prime rate as published by the *Wall Street Journal*, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by County or Manager in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

## **SECTION 23**

### **TERMINATION BY COUNTY**

- 23.1 In the event of a default on the part of Lessee in the payment of rents, or any other charges required by this Agreement to be paid to County or Manager, the Director or Manager shall give written notice to Lessee of such default, and demand the cancellation of this Agreement, or the correction thereof. If, within thirty (30) days after the date Director or Manager gives such notice, Lessee has not corrected said default and paid the delinquent amount in full, this Agreement and all rights and privileges granted hereby in and to the Leased Premises shall terminate, with County's approval.

- 23.1.1 Payment by Tenant, Non-Waiver. County's or Manager's acceptance of rent (including, without limitation, through any "lockbox") following an Event of Default shall not waive County's or Manager's rights regarding such Event of Default. No waiver by County or Manager of any violation or breach of any of the terms contained herein shall waive County's or Manager's rights regarding any future violation of such terms. County's or Manager's acceptance of any partial payment of rent shall not waive County's or Manager's rights with regard to the remaining portion of the rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of rent or any writing delivered in connection therewith; accordingly, County's or Manager's acceptance of a partial payment of rent shall not constitute an accord and satisfaction of the full amount of the rent that is due.
- 23.2 This Agreement, together with all rights and privileges granted in and to the Leased Premises, shall terminate automatically, upon the happening of any one or more of the following events:
- 23.2.1 The filing of Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Lessee's assets; or,
- 23.2.2 Any institution of proceedings in bankruptcy against Lessee; provided, however, that Lessee may defeat such termination if the petition is dismissed within thirty (30) days after the institution thereof; or,
- 23.2.3 The filing of a petition requesting a court to take jurisdiction of Lessee or its assets under the provisions of any Federal reorganization act; or
- 23.2.4 The filing of a request for the appointment of a receiver or trustee of Lessee's assets by a court of competent jurisdiction, or the request for the appointment of a receiver or trustee of Lessee's assets by a voluntary agreement with Lessee's creditors; or,
- 23.2.5 The abandonment by Lessee of the conduct of its authorized Airport business at the Airport, and in this connection suspension of operations for a period of thirty (30) days will be considered abandonment in the absence of a satisfactory explanation which is accepted in writing by Director, unless said abandonment is necessitated by the occurrence of a natural disaster which renders the premises unfit for occupation or its intended purpose.
- 23.3 Upon the default by Lessee in the performance of any covenant or conditions required to be performed by Lessee, and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt of written notice from Director or Manager to remedy the same (except as otherwise provided in Section 7.3 (b) above) and, except default in the timely payment of any money due County or Manager, County shall have the right to cancel this Agreement for such cause.
- 23.4 Upon the default of Lessee, and the giving of notice by Director or Manager to cancel this Agreement as provided for elsewhere herein, said notice of cancellation shall be final; provided, however, that should Director or Manager determine that Lessee is diligently remedying such default to completion, said notice of cancellation shall be held in abeyance. If, however, Director or Manager determines that such default is no longer being diligently remedied to conclusion, Director or Manager shall so advise Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Lessee. The determination of Director or Manager in this regard shall, in all events, be conclusive and binding upon Lessee.

- 23.5 Upon the cancellation or termination of this Agreement for any reason, all rights of Lessee, tenants and any other persons in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided for elsewhere herein, shall be free of all encumbrances and all claims of Lessee, its tenants, creditors, trustees, assigns and all others, and County shall have immediate right of possession to the Leased Premises.
- 23.6 Failure by County, Director or Manager to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of rentals by County or Manager under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of Director or Manager to cancel this Agreement for any subsequent failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.
- 23.7 If Lessee becomes delinquent in lease payments or any other unpaid amount owed County or Manager, Lessee hereby grants to County or Manager a lien against Lessee's aircraft and all personal property, which Lessee may, from time to time, store in or upon the Leased Premises. This lien shall exist and continue to exist for all unpaid amounts which Lessee may owe County or Manager, from time to time, and the assertion of the lien shall not relieve Lessee from the obligation to pay the monthly fees as herein provided. In the event Lessee does not fully and immediately discharge all unpaid amounts, County or Manager is hereby granted and shall have the right to take and recover possession of Lessee's aircraft and satisfy its lien in accordance with §§ 1208.61 through 1208.70, inclusive, of the Code of Civil Procedure of the State of California, or any successor sections. County or Manager may also take and recover possession of any personal property, and exercise its lien against the same and, in addition thereto, recover all costs and expenses including attorney's fees in connection with the repossession of said personal property and assertion of its lien.

#### **SECTION 24**

##### **TERMINATION BY LESSEE**

- 24.1 Providing that Lessee is not in default in payment to County or Manager of any amounts due County or Manager hereunder this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving County and Manager written notice upon or after the happening of the following events:
- 24.1.1 Issuance by a court of competent jurisdiction of an injunction which, in any way, substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the Party against whom the injunction has been issued has exhausted or abandoned all appeals, or one hundred twenty (120) days, whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or,

- 24.1.2 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

**SECTION 25**  
**SURRENDER AND RIGHT OF RE-ENTRY**

- 25.1 Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to County or Manager in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except: (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance; (b) obsolescence in spite of repair; and (c) damage to, or destruction of, the leasehold improvements for which insurance proceeds are received by County. Upon such cancellation or termination, County or Manager may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at County's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period Lessee will pay to County or Manager current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due County or Manager, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required.

**SECTION 26**  
**SERVICES TO LESSEE**

- 26.1 County covenants and agrees that, during the term of this Agreement, it will operate the Airport as such for the use and benefit of the public, provided, however, that County may prohibit or limit any given type, kind, or class of aeronautical use of the Airport, if such action is necessary for the safe operation of the Airport, or necessary to serve the civil aviation needs of the public. County further agrees to use its best efforts to maintain the runways and taxiways in good repair. County agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises.
- 26.2 Lessee will contract with the furnishers of all utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises.
- 26.3 Lessee will also contract with the furnishers of all other utilities and services they may require for the furnishing of such services to the Leased Premises and shall pay for all other utilities and services.

**SECTION 27**  
**SURVIVAL OF THE OBLIGATIONS OF THE LESSEE**

- 27.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Section 23 hereof, all the obligations of Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession, and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiencies shall become due and payable to County or Manager to the same extent, at the same time or times, and in the same manner, as if no termination, re-entry, regaining or resumption of possession had taken place. County or Manager may maintain separate actions each month to recover the damage or deficiency then due, or at its option, and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.
- 27.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of Lessee's rental obligations, shall be the sum of the following:
- 27.2.1 The amount of the total of all installments thereof payable prior to the effective date of termination, except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect, on the basis of the total days in the month;
- 27.2.2 An amount equal to all expenses incurred by County or Manager in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including, but not limited to, attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees;
- 27.2.3 An amount equal to any deficiency for the remaining term of the Lease, computed in accordance with the provisions of subsection 27.2.1.

**SECTION 28**  
**USE SUBSEQUENT TO CANCELLATION OR TERMINATION**

- 28.1 County, upon termination or cancellation pursuant to Section 23 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises, or of the entire Leased Premises, together with other premises, and for a period of time the same as, or different from, the balance of the term hereunder remaining, and on terms and conditions the same as, or different from, those set forth in this Agreement.
- 28.2 County shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purpose of Lessee under this Agreement, without affecting, altering or diminishing the obligations of Lessee hereunder, provided that any structural changes shall not be at Lessee's expense.
- 28.3 In the event, either of use by others or of any actual use and occupancy by County, there shall be credited to the account of Lessee against its survived obligations hereunder, any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement,

or from the market value of the occupancy of such portion of the Leased Premises as County may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by County in connection therewith. No such use and occupancy shall be, or be construed to be, an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of County hereunder. County will use its best efforts to minimize damages to Lessee under this Section.

**SECTION 29**  
**LIMITATION OF RIGHTS AND PRIVILEGES GRANTED**

- 29.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted, or intended to be granted, to Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

**SECTION 30**  
**NOTICES**

- 30.1 All notices, consents and approvals required or desired to be given by the Parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To County: Chief, Aviation Division  
Los Angeles County Dept. of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

To Manager: Airport Manager  
Brackett Field Airport  
1615 McKinley Avenue  
La Verne, CA 91750

With copy to: President  
American Airports Corporation  
2425 Olympic Blvd., Suite 650 East  
Santa Monica, CA 90404  
(310) 752-0555 and

To Lessee: John F. Feldsted, Manager  
Sunrise Pacific Aviation, LLC  
c/o Feldsted & Scolney  
100 Wilshire Blvd., Suite 2040  
Santa Monica, CA 90401  
(310) 899-2052; FAX (310) 899-2081  
Email: jff@taxbizlaw.com

- 30.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

**SECTION 31**  
**HOLDING OVER**

- 31.1 No holding over by Lessee, after the termination of this Agreement, shall operate to extend or renew this Agreement for any further term whatsoever; but Lessee will, by such holding over, become the tenant-at-will of County after written notice by Director or Manager to vacate such premises; and continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 31.2 Any holding over by Lessee beyond the thirty (30)-day period permitted for removal of fixtures without the written consent of Director or Manager shall make Lessee liable to County or Manager for damages equal to 300% of the prevailing rent in effect at the termination of the Lease, or the market rent of the Leased Premises plus any improvements, whichever is greater.
- 31.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee or any of Lessee's sublessees or tenants occupies the Leased Premises or any part thereof.

**SECTION 32**  
**INVALID PROVISIONS**

- 32.1 The invalidity of any provisions, sections, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

**SECTION 33**  
**MISCELLANEOUS PROVISIONS**

**Remedies to be Nonexclusive.**

- 33.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to County, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

**Non-Waiver of Rights.**

- 33.2 The failure by either Party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other Party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other Party, nor shall other Party be relieved thereby from its obligations under the terms hereof.

**Force Majeure.**

- 33.3 Neither Party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, inability to procure materials, acts of God, acts of war, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control, provided, however, that this Section shall not excuse Lessee from paying the rentals herein specified.

**Non-liability of Individuals.**

- 33.4 No director, officer, official, agent or employee of either Party hereto shall be charged personally or held contractually liable by, or to, the other Party under any term or provision of this Agreement, or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

Quiet Enjoyment.

- 33.5 County covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled, as provided in this Agreement.

General Provisions.

- 33.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.
- 33.7 This Agreement shall be performable and enforceable in Los Angeles County, California, and shall be construed in accordance with the laws of the State of California.
- 33.8 This Agreement is made for the sole and exclusive benefit of County, Manager, and Lessee, their successors and assigns, and is not made for the benefit of any Third Party.
- 33.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.
- 33.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each Party hereto, its legal representatives, successors and assigns.
- 33.11 The titles of the several sections of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 33.12 Opportunity for Counsel.  
The Parties have read and understand the contents of this Lease, have had the opportunity to have the counsel of their choice review this Lease, and have been advised of such opportunity.
- 33.13 Authority.  
The persons signing this Agreement hereby warrant that they have full authority to sign this Agreement on behalf of the respective parties.
- 33.14 Nothing herein contained shall create or be construed to creating a co-partnership between County or Manager and Lessee or to constitute Lessee an agent of County or Manager. County, Manager and Lessee each expressly disclaim the existence of such a relationship between them.
- 33.15 County Lobbyist Ordinance.  
Each County lobbyist, as defined in Los Angeles County Code Section 2.160.010, retained by Lessee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist, retained by Lessee, to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.



**SECTION 34**  
**SUBORDINATION CLAUSES**

- 34.1 This Agreement is subject and subordinate to the following:
- 34.1.1 County reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use of, or access to, the Leased Premises.
  - 34.1.2 County reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of County, would limit the usefulness of the Airport or constitute a hazard to aircraft.
  - 34.1.3 This Agreement is, and shall be, subordinate to the provisions of existing and future agreements between County and the United States relative to the operation or maintenance of the Airport, the execution of which has been, or may be required as, a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
  - 34.1.4 During the time of war or national emergency, County shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by County in proportion to the degree of interference with Lessee's use of the Leased Premises.
  - 34.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

**SECTION 35**  
**ENTIRE AGREEMENT**

- 35.1 The Agreement consists of Sections 1 to 35, inclusive, and Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E.
- 35.2 Integration Clause  
The Parties acknowledge and agree that this Agreement contains the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposed agreements and ancillary agreements, written or oral. The Parties further agree that no party has executed this Agreement in reliance upon any promise, representation or warranty not contained in this Agreement.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Agreement to be executed by their respective officers, duly authorized by SUNRISE PACIFIC AVIATION, LLC on \_\_\_\_\_, 2007, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2007.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chairman, Board of Supervisors

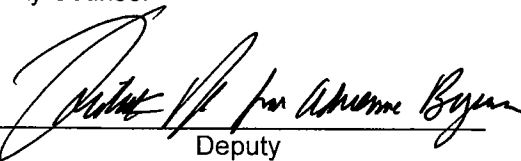
ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

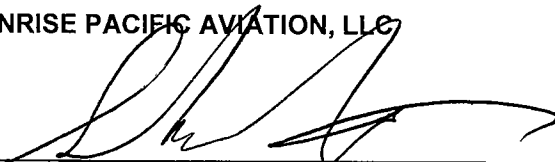
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

**SUNRISE PACIFIC AVIATION, LLC**

By  \_\_\_\_\_  
Steve Argubright

Its: Manager

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

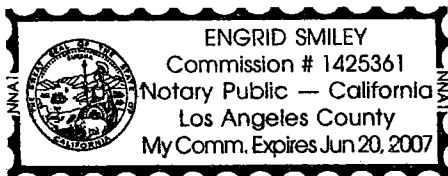
State of California

County of Los Angeles } ss.

On 1-25-07 before me, ENGRID SMILEY  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared STEVE ARGILBRIGHT  
Name(s) of Signer(s)

- ☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Engrid Smiley  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Lease Between the County of Los Angeles and Sunair Pacific Aviation, LLC  
Document Date: 2-1-07 Number of Pages: 35 pages

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: STEVE ARGILBRIGHT

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☒ Other: Manager

Signer Is Representing: Sunair Pacific Aviation, LLC

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

**EXHIBIT "A"**  
**Legal Description of Lease Area**

Sunrise Pacific Aviation, LLC  
Brackett Airfield  
La Verne, California

That portion of Lot 9 of the Keiser Tract in the City of La Verne, County of Los Angeles, State of California as shown on the map recorded in Book 72 at Page 95 of Miscellaneous Records in the Office of the County Recorder of said county described as follows:

Commencing at the centerline intersection of McKinley Avenue (40 feet wide) and Fairplex Drive (76 feet wide) as shown on the map filed as County Surveyor Book (C.S.B.) No. 2437 of said county;

thence along said centerline of McKinley Avenue, North  $57^{\circ}45'31''$  West 451.44 feet to a point, said point being the intersection of the southerly prolongation of the easterly line of the Lease Area to E.R.H. Aviation (2.60 acres) as described in the lease document and plat titled, "Exhibit "A", E.H.R. Aviation, Inc., F.B.O., Brackett Field, La Verne, California" of Los Angeles County Engineer-Facilities Aviation Division records;

thence along said southerly prolongation and said easterly line, North  $03^{\circ}05'21''$  East 61.26 feet to a point on a line parallel with and 33.50 feet northeasterly of the northeasterly line of said McKinley Avenue, said point being the True Point of Beginning of this description;

thence continuing along said easterly line, North  $03^{\circ}05'21''$  East 198.07 feet;

thence South  $86^{\circ}54'39''$  East 28.00 feet to a point on a line parallel with and 28 feet east of said easterly line;

thence along said parallel line, North  $03^{\circ}05'21''$  East 313.72 feet to a point on the southerly line of the Hoffman Lease (1.62 acres) as shown as Parcel #2 on the SITE/GRADING PLAN prepared by MCM Engineering, Inc.;

thence along said southerly line, South  $86^{\circ}51'47''$  East 428.41 feet to a point on the westerly line of the Howard Lease (1.47 acres) as shown as Parcel #1 on said SITE/GRADING PLAN;

thence along said westerly line, South  $03^{\circ}11'30''$  West 70.00 feet to the southwesterly corner of said Parcel #1;

thence along the southerly line of said parcel, South 86°46'48" East 271.65 feet to a point on a line parallel with and 10 feet northwesterly of the northwesterly line of said Fairplex Drive;

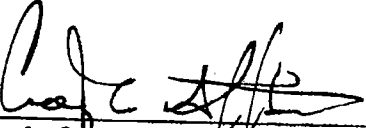
thence along said parallel line, South 31°25'33" West 739.65 feet to a point on said parallel line 33.50 feet northeasterly of the northeasterly line of McKinley Avenue;

thence along said parallel line, North 57°45'31 West 431.52 feet to the true point of beginning hereof.

And as shown on the plat attached as Exhibit "B" and made a part hereof for clarification purposes.

Total Area Described: 7.89 acres

This legal description was prepared by me or under my direction.

  
Craig A. Stanton, PLS 6992  
License Expires: 9/30/2007



NOTE: Stanton Land Surveys has relied upon documents provided by Brackett Airfield personnel, Argubright Construction, and other sources. Stanton Land Surveys was not able to obtain officially referenced documentation for the existing lease areas shown on the attached plat and referenced hereon. The area described is our best interpretation of the intention(s) of the parties involved in this agreement, however additional information may be required to confirm that this description accurately describes the lease area as represented.

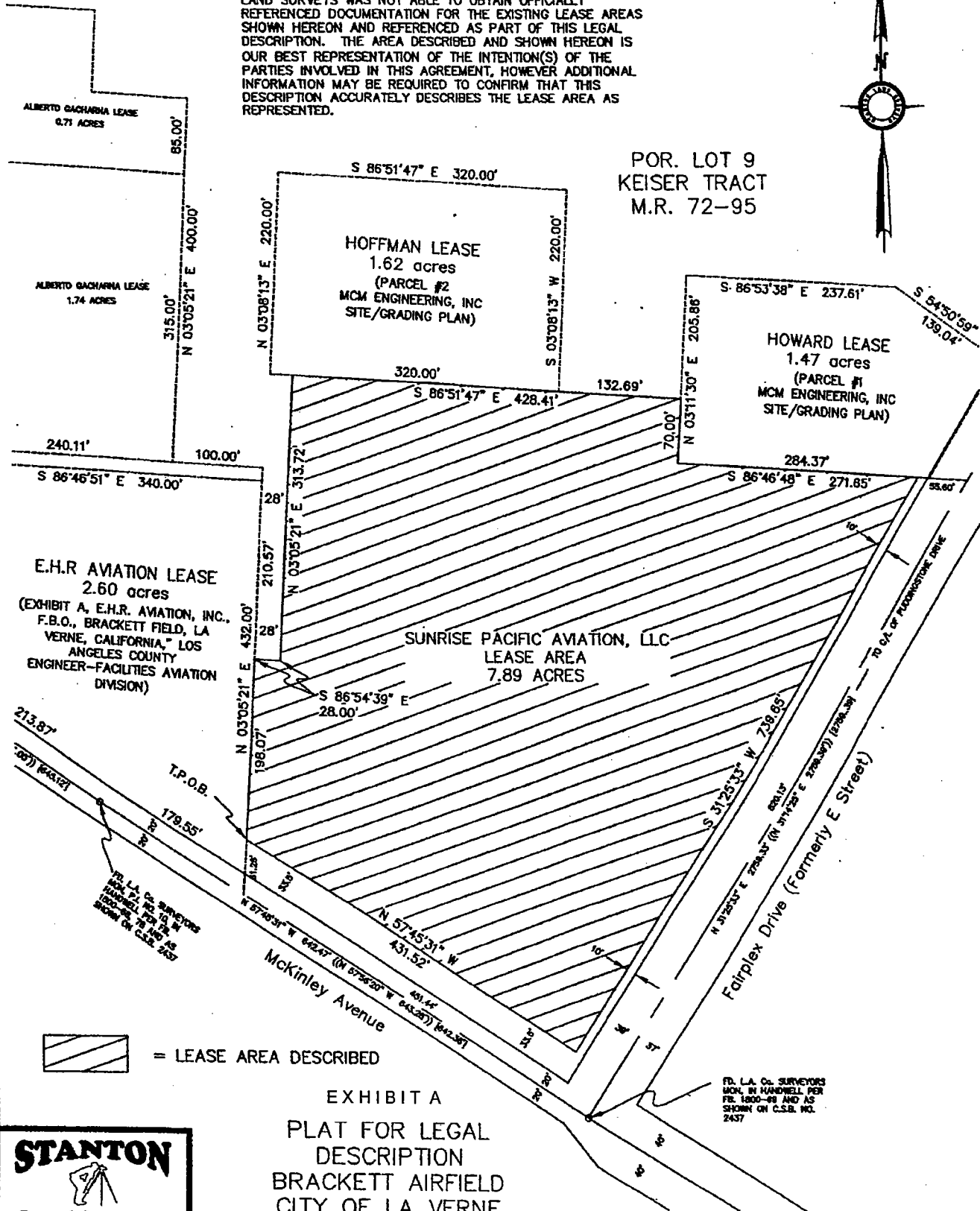
# EXHIBIT A

NOTE: STANTON LAND SURVEYS HAS RELIED UPON DOCUMENTS PROVIDED BY BRACKETT AIRFIELD PERSONNEL, ARGUBRIGHT CONSTRUCTION, AND OTHER SOURCES. STANTON LAND SURVEYS WAS NOT ABLE TO OBTAIN OFFICIALLY REFERENCED DOCUMENTATION FOR THE EXISTING LEASE AREAS SHOWN HEREON AND REFERENCED AS PART OF THIS LEGAL DESCRIPTION. THE AREA DESCRIBED AND SHOWN HEREON IS OUR BEST REPRESENTATION OF THE INTENTION(S) OF THE PARTIES INVOLVED IN THIS AGREEMENT, HOWEVER ADDITIONAL INFORMATION MAY BE REQUIRED TO CONFIRM THAT THIS DESCRIPTION ACCURATELY DESCRIBES THE LEASE AREA AS REPRESENTED.

SCALE: 1" = 150'



POR. LOT 9  
KEISER TRACT  
M.R. 72-95



= LEASE AREA DESCRIBED

EXHIBIT A  
PLAT FOR LEGAL  
DESCRIPTION  
BRACKETT AIRFIELD  
CITY OF LA VERNE  
STATE OF CALIFORNIA

**STANTON**



Land Surveys  
(818) 366-5668

FD. L.A. CO. SURVEYORS  
MON. IN HANDWELL PER  
FEL 1800-98 AND AS  
SHOWN ON C.S.B. NO.  
2437

JULY 5, 2006  
W.O. No. 05293

**EXHIBIT B**  
**Insurance**

Lessee, in its own name as insured, and at its sole cost and expense, shall secure and maintain in continuous effect, during the term of this Agreement, insurance policies issued by an insurance carrier licensed to do business in the State of California, providing for:

1. Real Property – 100% of the replacement value of the building.
2. Workers Compensation – Coverage shall be provided for all employees. Coverage shall be for statutory limits in compliance with applicable state and Federal laws. The policy must include employers liability with a minimum limit of \$100,000 (One-hundred Thousand Dollars) each accident / \$500,000 (Five-hundred Thousand Dollars) disease policy limit / \$100,000 (One-hundred Thousand Dollars) disease each employee.
3. Comprehensive General Liability with a minimum single limit of \$1,000,000 (One Million Dollars) per occurrence / \$5,000,000 (Five Million Dollars) general aggregate for bodily injury and property damage with the following coverages:
  - (a) Broad form contractual liability
  - (b) Premises and Operations
  - (c) Hangarkeepers Liability – in the amount of the full value of the aircraft to be stored in the premises.
4. Comprehensive Automobile Liability with a minimum single limit of \$1,000,000 (One Million Dollars) per occurrence for bodily injury and property damage with coverage in the following areas:
  - (a) Owned vehicles
  - (b) Non-owned vehicles
  - (c) Hired vehicles
5. Builders All-Risk – In the amount of the cost of the Project.
6. Surety Bond – In the amount of the cost of the Project. Lessee can replace this Bond Requirement by posting an additional Security Deposit during the term of the construction.
7. Rental interruption insurance in the amount equal to twelve (12) months' rent.

Lessee shall provide County and Manager with the Policies and Certificates indicating proof of the foregoing insurance coverages. Such certificates shall name "The County of Los Angeles" and "American Airports Corporation" as additional insureds and provide that the carrier issuing the certificate shall notify County thirty (30) days in advance of any cancellation or material change in the terms of coverage of such insurance policies. Any such notice shall be in writing and shall be served by certified mail, return receipt requested on the Airport Manager, Brackett Field Airport, 1615 McKinley Avenue, La Verne, CA 91350. Furthermore, insurance coverages shall contain a cross-liability or severability of interest clause, and a waiver of subrogation in favor of American Airports Corporation and the County of Los Angeles. In no event shall the limits of said policies be considered as limiting the liability of Lessee under this Lease. The failure of Lessee to obtain or maintain such insurance coverage shall not relieve Lessee from any liability arising from this Agreement, nor shall any such liability be limited to the liability insurance coverage provided for herein.

**EXHIBIT C**  
**Description of Improvement to Be Built**

1. Obtain a survey of the Leased Premises and a legal description.
2. Submit a preliminary site plan including: the building(s), ramp area, parking area (if any), landscaping, and trash enclosure.
3. Submit plan, including cost estimates, for approval.
4. Coordinate all utility service requirements. Lessee will provide for, and make all arrangements for, all water, electrical and sewer services at its sole expense. Lessee will pay the cost for installation and use of all utilities related to this site from the Commencement Date to the termination or expiration date.
5. Construct approximately 121,420 square feet of aircraft storage hangars and industrial space. The development shall consist the following approximate dimensions:
  - One 250' by 40' hangar building, including five (5) 50' by 40' box hangars
  - One 240' x 120' hangar building, including eight (8) 60' x 60' box hangars
  - One 240' x 120' hangar building, including three box hangars, one with a land side office of 42' x 50'
  - One 160' x 60' hangar
  - One L-shaped 160' x 50' hangar building, including three (3) box hangars, one with a land side office of 42' x 50'
  - One 120' x 120' hangar building, including four (4) box hangars
  - One 100' x 60' hangar
  - One 90' x 35' box hangar
  - Two 50' x 70' hangars
  - One 42' by 35' box hangarOn all developments that are comprised of more than 16 units or 12,000 sq ft of building, Lessee shall be required to provide Bathrooms that are open to the public. The size and location shall be determined by Director and Manager, in consultation with Lessee. In any event, the Bathrooms shall be maintained by Lessee, be ADA compliant, and be separate for men and women.
6. Construct and maintain access roads and public parking lots sufficient to access and service the Premises. Lessee shall construct and maintain, at Lessee's cost, fencing or similar improvements that will separate landside and airside access on the Premises. Lessee shall, at Lessee's expense, install and maintain, at any and all airside access points to the Airport on the Premises, an access gate including access control equipment or systems; and its type, location, and specifications shall require approval by Director or Manager. Such installation shall be compatible with County card access system used at the Airport, and shall be integrated with such system.
7. Lessee shall provide and maintain, at Lessee's expense, an oil dump station on the Leased Premises, for the proper disposal of oil by Airport users. Such oil dump station shall require approval by Director or Manager.
8. Construction requirements: Plan approval, permits required, supervision, and quality of construction are contained in construction specifications.
9. Secure all necessary approvals from the necessary agencies.



**EXHIBIT C**  
**Description of Improvement to Be Built**

**(continued)**

10. Provide a landscape plan to the Airport Manager for approval prior to start of construction.
11. Payment for Improvement / Administrative Fee. Lessee shall make all payments directly to contractors, and Lessee shall provide County with final lien releases and waivers in connection with Lessee's payment for work to contractors. In addition to the cost of such work, Lessee shall pay to County a fee for Lessee's use of County's personnel involved with the administration, coordination, inspection and the like, pertaining to the improvements to be built. Said fee shall total \$55,000 (Fifty-five Thousand Dollars), and shall be billable at the issuance of the Certificate of Occupancy. Said fee shall be paid by Lessee within ten (10) days after rendition of an invoice therefor.

Prior to executing and presenting an LC, the applicant must obtain approval from DPW's Fiscal Division, 7th Floor of Headquarters Building located at 900 South Fremont Avenue, Alhambra, California 91803. Requests for approval shall be submitted on the Letter of Credit Request for Approval form (Exhibit II) and must be dated and signed by both the depositor and the responsible division's representative within the last 30 days of the date received by Fiscal Division. Letters of Credit must be dated within 30 days of the Fiscal Division's approval date.

## Minimum Criteria and Standards

A. Depositors Rating Code of: AAA - Excellent or  
AA - Very good

B. Lender Rating Code of:

- If project term is greater than 5 years - L1, L2  
If project term is 3 to 5 years - L1, L2, L3  
If project term is less than 3 years - L1, L2, L3, L4

**Example:** A Letter of Credit securing an agreement of more than five years shall be drawn with an institution that has Depositor Rating Code of AAA or AA and a Lender Rating Code of L1 or L2.

Letter of Credit Format

NOTE: THE REQUIREMENTS LISTED BELOW MUST BE INCLUDED IN DETAIL IN THE UNDERLYING CONTRACT OR AGREEMENT

- A. The Letter of Credit itself will not be accepted unless it is prepared in the format shown on the Sample Letter of Credit (Exhibit III) and is issued by an institution meeting the above criteria.
- B.
  - 1. The LC shall be irrevocable. An irrevocable LC (revocable only by County) serves as an indemnity covering a specified contract between the account party and the beneficiary.
  - 2. The LC shall be in the name of the Department of Public Works, Los Angeles County.
  - 3. The applicant must maintain acceptable LC's or other approved collateral throughout the term of the underlying contract as such may be amended or extended.
  - 4. The County may request payment in the event of a default by the applicant as may be determined by the Department of Public Works.
  - 5. Events of default upon which the County may request payment of the LC include:
    - i. Determination by the Department of Public Works that the financial institution issuing the original LC no longer meets the minimum criteria and standards set forth above and the applicant has not replaced the original LC with a new approved LC or other acceptable collateral within 30 days of mailing of notification (to applicant's address last submitted to DPW) or expiration of the original LC prior to fulfillment of the underlying agreement and any related or contingent obligations, whichever comes first.
    - ii. Any other event of default as stated in the underlying contract.
  - 6. The LC at the time of the opening shall be equal to the obligation (including any contingencies or warranties) then required under the terms of the contract referenced in B.3 above.

LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORKS

RP 77  
Exhibit II  
Page 1 of 2 Pages

LETTER OF CREDIT  
REQUEST FOR APPROVAL

Present completed form (Items 1 to 10) to Department of Public Works, Fiscal Division,  
Revenue Management Section Head.

1. Applicant Name and Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Applicant Telephone Number \_\_\_\_\_
3. Type of Work Secured by Letter of Credit \_\_\_\_\_  
(Clearly state purpose of security)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Contract No. \_\_\_\_\_ Date of Contract \_\_\_\_\_
5. Expiration Date of Contract \_\_\_\_\_  
(Attach Contract)
6. Amount of Security Required \$ \_\_\_\_\_
7. Term (Number of Years) \_\_\_\_\_
8. Proposed Financial Institution \_\_\_\_\_  
Branch Number and Address \_\_\_\_\_  
(Branch)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Name of Financial Institution Contact \_\_\_\_\_ Title \_\_\_\_\_
- Telephone Number \_\_\_\_\_

9. DPW Responsible Division \_\_\_\_\_

10. DPW Responsible Division Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_

.....  
Fiscal Division    Gerry Findley – Depositor Rating Code \_\_\_\_\_

Gerry Findley – Lender Rating Code \_\_\_\_\_

Gerry Findley – Reporting Quarter \_\_\_\_\_

TTC Contact \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_  
☐ Fiscal Division Approval: \_\_\_\_\_

Division Chief, Assistant Division Chief,  
or Accounting Officer III only \_\_\_\_\_ Date \_\_\_\_\_

Approval Expiration Date: \_\_\_\_\_

(Letter of Credit cannot be dated beyond this date)

☐ Fiscal Division Rejection: \_\_\_\_\_

Division Chief, Assistant Division Chief,  
or Accounting Officer III only \_\_\_\_\_ Date \_\_\_\_\_

Reason for Rejection: \_\_\_\_\_

# SAMPLE

(Financial Institution Letterhead)

RP 77  
Exhibit III  
Page 1 of 2 Pages

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Place and Date of Issue: \_\_\_\_\_

Amount: \_\_\_\_\_

(Thousand and 00/100)

United States Dollars

Applicant \_\_\_\_\_

Beneficiary: Department of Public Works (DPW)

Expiration Date: \_\_\_\_\_

County of Los Angeles

900 South Fremont Avenue

Alhambra, CA 91803-1331

Attention: Fiscal Division Chief

Reference Number (specify contract or agreement number) \_\_\_\_\_

Ladies and Gentlemen:

By order of (applicant) \_\_\_\_\_, we are  
instructed to open irrevocable Letter of Credit in your favor for U.S. \$ (amount) \_\_\_\_\_.

Documents Required:

We undertake that drawing under this Letter of Credit will be honored upon presentation of the  
below document drawn on (Financial Institution) \_\_\_\_\_ at  
(address) \_\_\_\_\_.

Partial drawings on this Letter of Credit by the beneficiary are permitted.

Any claims under this letter shall be presented in the following manner:

The County's written statement signed by the Fiscal Division Chief of the Department of  
Public Works that the amount of this draft or a portion thereof is due and payable.

The above statement will be all that is required to certify that the amount set forth under  
(Financial Institution) \_\_\_\_\_ Letter of Credit  
Number \_\_\_\_\_ dated this date or any part thereof is due and payable to you.

(Note: The expiration date shown must be the one (1) year minimum.)

Automatic Extension:

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for one (1) year from the present or any future expiration date hereof, unless at least ninety (90) days prior to any such expiration date we shall notify the Department of Public Works Fiscal Division Chief by registered letter that we elect not to consider this Letter of Credit renewed for such additional one (1) year period. Notice hereunder shall be deemed to have been given when receipt is acknowledged by the Department of Public Works Fiscal Division Chief or a person acting in such capacity. Upon receipt of such notice you may draw on said Letter of Credit.

This Letter of Credit may be released in whole or in part at any time by the County of Los Angeles upon our receipt of a written notice signed by the Fiscal Division Chief.

(Authorized Signature)  
(Authorized Counter Signature)  
(Notarization)

(Attach a statement signed by a corporate officer certifying that the person signing this Letter of Credit is authorized to sign on behalf of the financial institution.)

F-3\B-RP77  
C10

**LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORKS  
POLICIES AND PROCEDURES FOR THE  
ACCEPTANCE OF TIME DEPOSITS, CERTIFICATES OF  
DEPOSIT, PASSBOOKS FOR SAVINGS ACCOUNTS  
OR OTHER INSTRUMENTS OF DEPOSIT**

RP 77  
Exhibit IV  
Page 1 of 3 Pages

Developers, permit applicants and/or contractors (hereafter referred to as "applicants") of the Department of Public Works (DPW) wishing to present instruments of deposit, such as Time Deposits, Certificates of Deposit, or Passbooks for Savings Accounts in lieu of cash deposits for performance bonds or to guarantee the payment of future improvements as stipulated by contracts with the County, must obtain deposit instruments that meet the standards established by the Los Angeles County Treasurer and Tax Collector's Office.

Prior to submitting an instrument of deposit, the applicant must obtain an approval from DPW's Fiscal Division, 7th Floor of the Headquarters Building located at 900 South Fremont Avenue, Alhambra, California 91803. Requests for approval shall be submitted on the attached Request for Approval Form (Exhibit V) and must be dated within the last 30 days of date received by Fiscal Division. Instruments of deposit must be dated within 30 days of the Fiscal Division's approval date. Allow two business days for the approval process. Fiscal Division will do everything possible to expedite all reviews and approval. However, part of the review and approval process is outside of the control of this Division. The applicant thus must allow two business days for review and approval to ensure that this process does not delay approval of their project/permit.

Minimum Criteria and Standards

The Los Angeles County Treasurer and Tax Collector's Office uses the Gerry Findley Financial Ratings to evaluate the reliability of the financial institution serving as the depository. In addition, all deposits are to be federally insured through the FDIC or the FSLIC (generally up to \$100,000). Therefore, instruments of deposit will only be accepted when the financial institution upon which they are drawn meets the following:

A. Depositor Rating Code of:

- AAA - Excellent
- AA - Very Good
- A - Above Average
- AB - Average

The Depositor Rating Code is a measure of fiscal solvency, organizational stability and reliability.



B. Depositor Limit Code of:

- 1 - No limit set. Subject to mutual agreement.
- 2 - Up to \$10,000,000
- 3 - Up to \$ 7,500,000
- 4 - Up to \$ 5,000,000
- 5 - Up to \$ 3,000,000
- 6 - Up to \$ 2,000,000
- 7 - Up to \$ 1,000,000
- 8 - Up to \$ 500,000

The Depositor Limit Code is an indicator of the maximum amount recommended for uninsured, unsecured, undersecured, and partially secured deposits (i.e., up to \$100,000 generally insured by the FDIC or FSLIC).

C. Depositor Maturity Code of:

- a - Open, subject to mutual agreement
- b - Up to 10 years
- c - Up to 5 years

The Depositor Maturity Code is an indicator of the maximum maturity limit recommended for Time and Savings Certificates of Deposit.

D. Rating Codes are to be applied in conjunction with the terms of the contract as follows:

	5 Years or Less	Greater Than 5 Years
Depositor Rating Code:	AB or better	AA or better
Depositor Limit Code:	8 or better	6 or better
Depositor Maturity Code:	c or better	b or better

Example 1: A Certificate of Deposit securing a contract for two years for \$1,500,000 shall be deposited in an institution with a Depositor Rating Code of AAA, AA, A or AB; a Depositor Limit Code of 1, 2, 3, 4, 5, or 6; and a Depositor Maturity Code of a, b or c.

Example 2: A Certificate of Deposit securing a contract for six years for \$1,000,000 shall be deposited in an institution with a Depositor Rating Code of AAA or AA; a Depositor Limit Code of 1, 2, 3, 4, 5, 6, or 7; and a Depositor Maturity Code of a or b.

**NOTE: THE REQUIREMENTS LISTED BELOW MUST BE INCLUDED IN DETAIL IN THE UNDERLYING CONTRACT**

- E. The CD or passbook must meet the above requirements and must be held in the name of the Department of Public Works, Los Angeles County or renewed appropriately in the name of the Department of Public Works, Los Angeles County.
- F. County may cash the CD or passbook upon:
  - i. Determination by the Department of Public Works that the financial institution issuing the original CD or passbook no longer meets the minimum criteria and standards set forth above and the applicant has not replaced the original CD or passbook with a new approved CD or passbook or other acceptable collateral within 30 days of mailing of notification (to applicant's address last submitted to DPW) or prior to fulfillment of the underlying agreement and any related or contingent obligations, whichever comes first.
  - ii. Any other event of default as stated in the underlying contract.
- G. The CD or passbook at the time of deposit shall be at least equal to the obligations (including, i.e., contingencies or warranties) that may be required under the permanent agreement.
- H. Notification of determination by DPW of a default under the performance agreement is sufficient to cash the CD or passbook. The applicant agrees to be held responsible for any penalties or loss of interest associated with the early withdrawal of the CD or passbook in the event of a default as determined by the Department of Public Works. Written notice of Department of Public Works' determination of default shall be given to the last submitted address of the applicant.
- I. Any interest on the CD or passbook that may be paid to County by the financial institution issuing the CD or passbook shall be paid to the applicant by the County within 60 working days of County's receipt.
- J. Applicant assumes all risk of lost principal and interest from the CD or passbook should the depository be declared insolvent or fall into default and fail to pay principal or interest. Applicant shall at such point provide adequate substitute collateral pursuant to this manual or pay County amounts equal to such CD or passbook within 30 days of receipt of notice from County.
- K. Applicant is responsible for payment of any taxes due on interest paid on the principal.

LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORKS

RP 77  
Exhibit V  
Page 1 of 2 Pages

DEPOSIT INSTRUMENT  
(CD, PASSBOOK, TIME CERTIFICATES)  
REQUEST FOR APPROVAL

Present completed form (Items 1 to 10) to Department of Public Works Revenue Management Section Head.

1. Applicant Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Applicant Telephone Number: \_\_\_\_\_
3. Type of Work Secured by Deposit Instrument: \_\_\_\_\_  
(Clearly state purpose of security)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Contract Number \_\_\_\_\_ Date of Contract \_\_\_\_\_
5. Expiration Date of Contract \_\_\_\_\_  
(Attach Contract)
6. Amount of Security Required \$ \_\_\_\_\_
7. Term (Number of mos./years) \_\_\_\_\_
8. Proposed Financial Institution Branch and Address \_\_\_\_\_  
(Branch)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
\_\_\_\_\_

Name of Financial Institution Contact \_\_\_\_\_

Title \_\_\_\_\_ Telephone Number \_\_\_\_\_

9. DPW Responsible Division \_\_\_\_\_

10. DPW Responsible Division Contact \_\_\_\_\_

Telephone Number/Extension \_\_\_\_\_

-----  
**FOR FISCAL DIVISION USE ONLY**

Gerry Findley Rating Codes:

Reporting Quarter Used: \_\_\_\_\_

Depositor Rating Code: \_\_\_\_\_

Depositor Limit Code: \_\_\_\_\_

Depositor Maturity Code: \_\_\_\_\_

TTC Contact \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Fiscal Division Approval: \_\_\_\_\_  
Division Chief, Assistant Division Chief,  
or Accounting Officer III only Date

Approval Expiration Date: \_\_\_\_\_  
(CD deposit date cannot be dated beyond this date)

☐ Fiscal Division Rejection: \_\_\_\_\_  
Division Chief, Assistant Division Chief,  
or Accounting Officer III only Date

Reason for Rejection: \_\_\_\_\_

# **EXHIBIT E**

## **Airport Rules and Regulations**

### **LOS ANGELES COUNTY CODE**

#### **TITLE 19**

#### **AIRPORTS AND HARBORS**

The provisions codified in this title reflect changes made by all County ordinances up to and including Ordinance 12264, passed November 18, 1980.

## AIRPORTS AND HARBORS

## AIRPORTS

### Title 19

## AIRPORTS AND HARBORS

### Chapters:

- 19.04 Airports
- 19.08 Airport Hazards
- 19.12 Harbors

### Chapter 19.04

## AIRPORTS<sup>1</sup>

### Parts:

- 1. General Provisions
- 2. Definitions
- 3. Rules and Regulations
- 4. Aircraft Operations and Facilities
- 5. Motor Vehicle Regulations
- 6. Fire regulations

### Part 1

## GENERAL PROVISIONS

### Sections:

- 19.04.010 Title for citation.
- 19.04.020 Purpose of chapter provisions.
- 19.04.030 Applicability of provisions.
- 19.04.040 Regulations imposed by county - Ejection of violators authorized when.
- 19.04.050 Provisions supplement state and federal regulations.
- 19.04.060 Exceptions and variances - Conditions.
- 19.04.070 Compliance with regulations.
- 19.04.080 Liability limitations.
- 19.04.090 Enforcement authority.
- 19.04.100 Violation - Penalty.
- 19.04.110 Severability.

**19.04.010 Title for citation.** The ordinance codified in this chapter shall be known as, and may be cited as the "airport ordinance." (Ord. 9979 Art. 1 § 2, 1970.)

**19.04.020 Purpose of chapter provisions.** The purpose of this chapter is to provide minimum standards to safeguard life, limb, property and public welfare by regulating and controlling the various activities on airports and STOLports owned or operated or both by the County of Los Angeles. (Ord. 9979 Art. 1 § 1, 1970.)

## AIRPORTS AND HARBORS

- 19.04.030 Applicability of provisions.** The provisions of this chapter shall apply to any person, firm or corporation using such county airports or any navigation facility or portion thereof or space therein, provided that in no case shall the public be deprived of its rightful, equal and uniform use of the landing area or air navigation facilities. (Ord. 9979 Art. 1 § 3, 1970.)
- 19.04.040 Regulations imposed by county - Ejection of violators authorized when.** The regulations in this chapter and the regulations imposed pursuant to Section 19.04.560 are imposed by the county of Los Angeles as operator of and in charge of all of the county airports as conditions upon the privilege of being present upon or using any county airport. Every person who violates any such conditions is a trespasser ab initio and may be excluded from the airport upon which the violation of such condition occurs. (Ord. 9979 Art. 1 § 4, 1970.)
- 19.04.050 Provisions supplement state and federal regulations.** The rules and regulations codified in this chapter are a supplement to any local laws or ordinances, including state and federal laws, that may be in effect, and in no manner will these rules be construed to reduce or limit the authority of said laws or regulations. (Ord. 9979 Art. 1 § 10, 1970.)
- 19.04.060 Exceptions and variances - Conditions.** If the director of aviation finds that any provision of this ordinance or any regulation adopted pursuant to Section 19.04.560 would, if enforced, cause unnecessary hardship or practical difficulties inconsistent with economic feasibility, or would do manifest injustice, or impose a burden upon any person disproportionate to any benefit to the general public or to the airport, he may grant for a limited time, to be specified in such exception or variance, an exception or variance to such provision or regulation, but only to the extent that such exception or variance does not violate any other Ordinance, or any state or federal statute or regulation. (Ord. 9979 Art. 1 § 8, 1970.)
- 19.04.070 Compliance with regulations.** A person shall not enter, be or remain on any airport unless he complies with all of the regulations set forth in this chapter applicable to such airport, and with all other applicable ordinances, rules and regulations. (Ord. 9979 Art. 1 § 5, 1970.)
- 19.04.080 Liability limitations.** A person exercising any of the privileges authorized by this chapter does so at his own risk without liability on the part of the county, or Los Angeles County Flood Control District, for any injury to person or property resulting therefrom. (Ord. 9979 Art. 1 § 11, 1970.)
- 19.04.090 Enforcement authority.** The director shall enforce the provisions of this chapter. (Ord. 9979 Art. 1 § 6, 1970.)
- 19.04.100 Violation - Penalty.** Any person within the unincorporated territory of the county of Los Angeles who violates any provision of this chapter, the conditions of any permit issued pursuant thereto, or any rule or regulation relating to airports, is guilty of a misdemeanor. Upon conviction thereof, he shall be punishable by a fine of not less than \$5.00 nor more than \$200.00, or by imprisonment in the County Jail for not less than five days nor more than six months, or by both such fine and imprisonment. Every day during any portion of which any violation of such provision of this chapter or of such regulation is committed, continued or permitted shall constitute such violation a separate offense. (Ord. 9979 Art. 1 § 7, 1970.)
- 19.04.110 Severability.** If any provision or clause of the ordinance codified in this chapter, or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable. (Ord. 9979 Art. 1 § 9, 1970.)

## AIRPORTS AND HARBORS

### Part 2

#### DEFINITIONS

##### Sections:

19.04.120	Aerobatic.
19.04.130	Aircraft.
19.04.140	Airport.
19.04.150	Air traffic.
19.04.160	Apron.
19.04.170	Board.
19.04.180	Commercial operator.
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19.04.200	County.
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19.04.230	Driveway.
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19.04.250	Flying club (commercial).
19.04.260	Flying club (nonprofit).
19.04.270	Loading ramp.
19.04.280	Loading zone.
19.04.290	Manager.
19.04.300	Motor vehicle.
19.04.310	Operator.
19.04.320	Parking area and aircraft parking area.
19.04.330	Parking rent.
19.04.340	Passenger ramp.
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19.04.380	Propeller blast.
19.04.390	Section.
19.04.400	Shall and may.
19.04.410	Traffic.
19.04.420	Vehicle.

- 19.04.120 Aerobatic.** "Aerobatic" means maneuvers intentionally performed by an aircraft involving an abnormal attitude as defined in FAA Regulations. (Ord. 9979 Art. 2 § 28, 1970.)
- 19.04.130 Aircraft.** "Aircraft" means any contrivance, now known or hereafter invented, for use or designed for navigation of or flight in the air. (Ord. 9979 Art. 2 § 25, 1970.)
- 19.04.140 Airport.** "Airport" means any airport and/or STOLport owned or operated, or both, by the county of Los Angeles, California. (Ord. 9979 Art. 2 § 19, 1970.)
- 19.04.150 Air traffic.** "Air traffic" means aircraft in operation anywhere in the airspace and on that part of the airport normally used for the movement of aircraft. (Ord. 9979 Art. 2 § 26, 1970.)



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- 19.04.160 Apron.** "Apron" means that area normally used for the parking, tying down and fueling of aircraft and the movement of aircraft between main taxiways and hangars or aircraft parking space. (Ord. 9979 Art. 2 § 29, 1970.)
- 19.04.170 Board.** "Board" means the board of supervisors of the county of Los Angeles. (Ord. 9979 Art. 2 § 13, 1970.)
- 19.04.180 Commercial operator.** "Commercial operator" means one who provides services on any airport as an airport tenant, lessee, licensee or permittee. (Ord. 9979 Art. 2 § 20, 1970.)
- 19.04.190 Commercial vehicle.** "Commercial vehicle" means a vehicle used or maintained for the transportation of persons or property for hire, compensation or profit. (Ord. 9979 Art. 2 § 38, 1970.)
- 19.04.200 County.** "County" means the county of Los Angeles. (Ord. 9979 Art. 2 § 12, 1970.)
- 19.04.210 Deputy.** "Deputy" means chief, aviation division; assistant chief, aviation division; head airport manager or airport manager. (Ord. 9979 Art. 2 § 17, 1970.)
- 19.04.220 Director.** "Director" means the director of aviation of the county of Los Angeles, or other person authorized by him to act in his behalf. (Ord. 9979 Art. 2 § 16, 1970.)
- 19.04.230 Driveway.** "Driveway" means any street or roadway, either improved or unimproved, within the boundaries of the airport set aside or designated for use by vehicles. (Ord. 9979 Art. 2 § 39, 1970.)
- 19.04.240 FAA.** "FAA" means the Federal Aviation Administration of the United States. (Ord. 9979 Art. 2 § 42, 1970.)
- 19.04.250 Flying club (commercial).** "Flying club (commercial)" means any person or groups of persons owning or operating an aircraft from any airports that do not meet the requirements of a private plane owner, a nonprofit flying club, or if a fee is derived from the operation of the aircraft, shall be deemed a commercial operator, and shall be required to meet all requirements and pay all fees as prescribed. The director shall have the sole discretion to determine whether a flying club is nonprofit or commercial. (Ord. 9979 Art. 2 § 23, 1970.)
- 19.04.260 Flying club (nonprofit).** "Flying club (nonprofit)" means any group of persons joining together equally or proportionately in aircraft ownership in a nonprofit venture for the personal pleasure and use of participating members only. (Ord. 9979 Art. 2 § 22, 1970.)
- 19.04.270 Loading ramp.** "Loading ramp" means that space reserved for the loading and unloading of aircraft. (Ord. 9979 Art. 2 § 33, 1970.)
- 19.04.280 Loading zone.** "Loading zone" means that space reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials. (Ord. 9979 Art. 2 § 32, 1970.)
- 19.04.290 Manager.** "Manager" means any person appointed by the director of aviation or his authorized representative to serve in managerial capacity at any Los Angeles County airport. (Ord. 9979 Art. 2 § 18, 1970.)
- 19.04.300 Motor vehicle.** "Motor vehicle" means a vehicle which is self-propelled. (Ord. 9979 Art. 2 § 37, 1970.)

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- 19.04.310 Operator.** "Operator" means the pilot or owner of an aircraft, or any person who has rented or otherwise has the authorized use of such aircraft for the purpose of operation by him or his agent. (Ord. 9979 Art. 2 § 21, 1970.)
- 19.04.320 Parking area and aircraft parking area.** "Parking area" means and includes any portion of the airport which is set aside for the parking of vehicles. "Aircraft parking area" means the area set aside for the parking of aircraft. (Ord. 9979 Art. 2 § 31, 1970.)
- 19.04.330 Parking rent.** "Parking rent" means and denotes the privilege of parking rented to a person for the parking or tethering of his aircraft or vehicle. It does not denote any form of implied liability such as "hangar keeper's liability" or liability similar thereto. (Ord. 9979 Art. 2 § 30, 1970.)
- 19.04.340 Passenger ramp.** "Passenger ramp" means equipment used to aid the loading and unloading of aircraft passengers. (Ord. 9979 Art. 2 § 34, 1970.)
- 19.04.350 Pedestrian.** "Pedestrian" means any person afoot. (Ord. 9979 Art. 2 § 41, 1970.)
- 19.04.360 Person.** "Person" means any individual, firm, copartnership, corporation, company, association, joint stock association or political body, and includes any trustee, receiver, assignee or similar representative thereof (Ord. 9979 Art. 2 § 35, 1970.)
- 19.04.370 Pilot's association.** "Pilot's association" means any nonprofit organized group of pilots, and others, for the purpose of promoting and bettering aviation and for social activities. (Ord. 9979 Art. 2 § 24, 1970.)
- 19.04.380 Propeller blast.** "Propeller blast" means the resultant air movement created by the propeller, rotor or jet exhaust from any aircraft. (Ord. 9979 Art. 2 § 27, 1970.)
- 19.04.390 Section.** "Section" means a section of this chapter. (Ord. 9979 Art. 2 § 15, 1970.)
- 19.04.400 Shall and may.** "Shall" is mandatory and "may" is permissive. (Ord. 9979 Art. 2 § 14, 1970.)
- 19.04.410 Traffic.** "Traffic" means pedestrians and vehicles, either singly or together, while using any driveway. (Ord. 9979 Art. 2 § 40, 1970.)
- 19.04.420 Vehicle.** "Vehicle" means a device in, upon or by which any person or property is or may be propelled, moved or drawn upon a highway. (Ord. 9979 Art. 2 § 36, 1970.)

### Part 3

## RULES AND REGULATIONS

### Sections:

- 19.04.430 Entry on airport property constitutes agreement to comply with regulations.
- 19.04.440 Experimental aircraft and motor vehicles.
- 19.04.450 Areas closed to the public - Entry restrictions.
- 19.04.460 Roads and walks - Use restrictions.
- 19.04.470 Landing areas - Pedestrian restrictions.
- 19.04.480 Animals - Control required.
- 19.04.490 Apron of airport - Activities restricted.
- 19.04.500 Sanitation of premises - Comfort stations.
- 19.04.510 Injuring airport property - Payment of costs.

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- 19.04.520 Commercial operations - Requirements generally.
- 19.04.530 Advertisements - Approval for posting or distribution.
- 19.04.540 Lost articles.
- 19.04.550 Gambling prohibited.
  
- 19.04.430 **Entry on airport property constitutes agreement to comply with regulations.** Any permission granted by the board of supervisors of the County of Los Angeles, or director thereof, directly or indirectly, expressly or by implication, to enter upon or use the airport or any part thereof (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at such airport, persons doing business with any airport, its lessees, sublessees and permittees, and all other persons whosoever whether or not of the type indicated) is conditioned upon compliance with this chapter, and rules and regulations of Los Angeles County airports; and entry upon or into the airport by any person shall be deemed to constitute an agreement by such person to comply with said ordinance, rules and regulations. (Ord. 9979 Art. 3 § 43, 1970.)
  
- 19.04.440 **Experimental aircraft and motor vehicles.** Demonstrations or testing of experimental aircraft or motor vehicles shall not be conducted on an airport without the express approval of the director. (Ord. 9979 Art. 3 § 52, 1970.)
  
- 19.04.450 **Areas closed to the public - Entry restrictions.** Persons shall not enter any restricted area posted as "closed" to the public except persons authorized by the director. (Ord. 9979 Art. 3 § 47, 1970.)
  
- 19.04.460 **Roads and walks - Use restrictions.**
  - A. All persons wishing to travel on any airport must do so only on roads, walks or places provided for this class of traffic.
  - B. All persons shall use the roads or walks or places in such a manner as not to hinder or obstruct their proper use. (Ord. 9979 Art. 3 § 46, 1970.)
  
- 19.04.470 **Landing areas - Pedestrian restrictions.** A person shall not enter, be or remain upon any landing area of any airport unless the director or airport manager finds that his presence will not endanger anyone or interfere with any operations of the airport and has given him permission to so enter, be or remain. (Ord. 9979 Art. 3 § 48, 1970.)
  
- 19.04.480 **Animals - Control required.** Dogs and other animals may be permitted on an airport only if on a leash or confined in such a manner as to be under control. (Ord. 9979 Art. 3 § 51, 1970.)
  
- 19.04.490 **Apron of airport - Activities restricted.**
  - A. Persons on the apron shall be careful to keep clear of moving aircraft or turning propellers.
  - B. No one shall use, climb upon, sit in, push or otherwise touch property of others parked or based on the airport.
  - C. Children under 14 years of age must be accompanied by adults when in any area except the terminal building. (Ord. 9979 Art. 3 § 49, 1970.)

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### **19.04.500 Sanitation of premises - Comfort stations.**

- A. Garbage, papers and refuse, or other material, shall be placed in receptacles provided for that purpose.
- B. Comfort stations are for the convenience of the public and all persons shall use them only in a clean and sanitary manner. (Ord. 9979 Art. 3 § 54, 1970.)

### **19.04.510 Injuring airport property - Payment of costs.**

- A. Persons shall not:
  - 1. Destroy, injure, deface or disturb any property;
  - 2. Abandon any personal property on the airport;
  - 3. Alter in any way, unless approved in advance in writing by the director, any building, structure, fixtures or equipment; or
  - 4. Hoist any objects in any manner from any building or structure except as approved by the director.
- B. Any and all airport property destroyed, injured or damaged, by accident or otherwise, shall be paid for by the party or parties responsible. (Ord. 9979 Art. 3 § 50, 1970.)

**19.04.520 Commercial operations - Requirements generally.** All persons wishing to use an airport, or any portion thereof, for any revenue-producing activity such as, but not limited to, commercial photography, air shows, air charters, flight instruction, sales of equipment, supplies or aircraft, and maintenance or repair of aircraft, or for any consideration of any nature whatsoever, must secure an appropriate permit, license or lease for such activity from the director and pay the rates and charges prescribed for such use. An approved performance bond may also be required. (See Section 19.04.580.) (Ord. 9979 Art. 3 § 44, 1970.)

**19.04.530 Advertisements - Approval for posting or distribution.** All persons wishing to post, distribute or display signs, advertisements, circulars, printed or written matter at any airport must obtain the approval of the director and post such notices in a manner prescribed by the director. (Ord. 9979 Art. 3 § 45, 1970.)

**19.04.540 Lost articles.** Any person finding lost articles shall deposit them at the airport office. (Ord. 9979 Art. 3 § 55, 1970.)

**19.04.550 Gambling prohibited.** Persons shall not conduct gambling in any form, or operate gambling devices anywhere on an airport. (Ord. 9979 Art. 3 § 53, 1970.)

## **Part 4**

## **AIRCRAFT OPERATIONS AND FACILITIES**

### Sections:

- 19.04.560 Director powers and duties.
- 19.04.570 Hours of operation.
- 19.04.580 Commercial operations - Permit procedures and fees.
- 19.04.590 Airport fees - Payment required.
- 19.04.600 Airport fees - Penalties for failure to pay.
- 19.04.610 Insurance requirements for commercial operators.
- 19.04.620 Aircraft - Storage license and registration requirements.

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- 19.04.630 Instructors, mechanics and other personnel - Registration.
- 19.04.640 Visiting pilots - Registration.
- 19.04.650 Flying clubs.
- 19.04.660 Tenants and lessees - Posting of information.
- 19.04.670 Traffic rules - Passengers, aircraft and equipment.
- 19.04.680 Aircraft - Engine operation restrictions.
- 19.04.690 Brakes and blocking devices for aircraft and equipment.
- 19.04.700 Aircraft - Taxiing restrictions.
- 19.04.710 Loading gates - Use restrictions.
- 19.04.720 Freight and cargo handling.
- 19.04.730 Aircraft - Parking and storage specifications.
- 19.04.740 Intoxicating liquor, narcotics or drugs - Restrictions.
- 19.04.750 Aircraft - Unnecessary noise prohibited.
- 19.04.760 Aircraft operation - Traffic pattern.
- 19.04.770 Aircraft operation - Takeoffs and landings.
- 19.04.780 Aircraft operation - Formation takeoffs and landings.
- 19.04.790 Unattended aircraft.
- 19.04.800 Helicopter operations.
- 19.04.810 Gliders - Towing restrictions.
- 19.04.820 Aircraft - Agricultural activities prohibited.
- 19.04.830 Model aircraft - Operation prohibited.
- 19.04.840 Parachute jumping prohibited - Exception.
- 19.04.850 Aircraft - Maintenance and repair activities.
- 19.04.860 Aircraft - Washing facilities.
- 19.04.870 Aircraft - Fuel and oil.
- 19.04.880 Accident report requirements.
- 19.04.890 Damaged or disabled aircraft - Removal requirements.
- 19.04.900 Aircraft impound area - Placement conditions.

### **19.04.560 Director powers and duties.**

- A. The director shall recommend to the board for approval and adoption and the board may adopt rates and charges and such additional regulations regarding each airport operation as may be necessary, provided such regulations are not conflicting with anything contained in this chapter.
- B. The director shall be responsible for notifying the appropriate authorities of all flight operations being conducted in an illegal or hazardous manner within an airport flight pattern or control zone.
- C. The manager shall have the authority to take such steps as may be necessary for the handling, policing and protection of the public at the airport.
- D. The manager may, in his absence, appoint the assistant airport manager, or an airport serviceman, to act as his agent for the county in matters not affecting policy. (Ord. 9979 Art. 4 § 56, 1970.)

### **19.04.570 Hours of operation.** The airport will be in operation for such hours as designated by the director, subject to such restrictions as are necessary in the interest or safety. (Ord. 9979 Art. 4 § 57, 1970.)

### **19.04.580 Commercial operations - Permit procedures and fees.** A written permit issued by the county of Los Angeles is required of all persons prior to commencing commercial operations from or upon an airport.

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- A. Application. To obtain a permit, the applicant shall first file an application in writing with the director on a form furnished by the director.
- B. Duration. Permits may be issued for the following duration:
  - 1. Temporary, from one to 30 days, as shown on permit;
  - 2. Month-to-month;
  - 3. Semi-annual;
  - 4. Annual.
- C. Permit Fees. An appropriate fee, set by the board, shall be paid upon the issuance of a permit to operate any commercial activity on or off an airport.
- D. Permits. The permit will indicate the type of activity, dates covered, principals involved and the fee paid, as well as any special conditions or requirements.
- E. Special Requirements. Because of the nature of each activity, there may be additional or special requirements for a permit, such as insurance, equipment, inspections, approved performance bonds, or whatever the director may require for the protection of the public and the county of Los Angeles. (Ord. 9979 Art. 4 § 58, 1970.)

**19.04.590 Airport fees - Payment required.** Persons shall not operate an aircraft or use a landing area, passenger ramp, apron area or aircraft parking and storage area except upon payment of such fees and charges as established by the board. (Ord. 9979 Art. 4 § 59, 1970.)

**19.04.600 Airport fees - Penalties for failure to pay.** Any aircraft owner, agent or pilot in charge failing to pay any fee charged against aircraft owned or controlled by him shall be subject to:

- A. Having said aircraft held until such fees are paid;
- B. Any other penalties which may be imposed by law. (Ord. 9979 Art. 4 § 60, 1970.)

**19.04.610 Insurance requirements for commercial operators.**

- A. All commercial operators on any airport shall obtain public liability and property damage insurance together with product liability coverage, with a hold-harmless endorsement in favor of the county of Los Angeles, its officers and employees, in amounts set by the director from a company or companies which are licensed to do business in California and which are satisfactory to the director.
- B. All commercial operators shall obtain insurance which shall be extended to cover persons who rent aircraft from a commercial operator against claims for property damage or liability to passengers or third parties. (Ord. 9979 Art. 4 § 87, 1970.)

**19.04.620 Aircraft - Storage license and registration requirements.** All persons wishing to store aircraft on an airport must make application and complete an aircraft storage license. Each commercial operator shall submit a list of aircraft based in this area, including his own, to the airport manager, stating the owner's name, address, telephone number, aircraft make, model and registration number. On the first day of each month, a report of newly based or departed aircraft shall be submitted. (Ord. 10294 § 1, 1971; Ord. 9979 Art. 4 § 62, 1970.)

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- 19.04.630 Instructors, mechanics and other personnel - Registration.** All flight instructors, charter pilots, ground-school instructors and aircraft and engine mechanics shall be registered with the manager's office prior to operating from any airport, and shall have such required licenses, permits or certificates verified. (Ord. 9979 Art. 4 § 61, 1970.)
- 19.04.640 Visiting pilots - Registration.** All visiting pilots who land at an airport shall register on arrival. (Ord. 9979 Art. 4 § 63, 1970.)
- 19.04.650 Flying clubs.**
- A. Profit-making clubs are considered to be commercial operators and shall not base at any airport without a lease.
  - B. All nonprofit flying clubs shall be registered and file a copy of their organizational papers with the airport office.
  - C. All flying clubs shall carry insurance in an amount and type set by the director. Members of flying clubs shall each have reasonable and proportionate ownership in the club's airplanes and equipment.
  - D. No club shall solicit for the purpose of instruction any person on the premises of a commercial operator without the written permission of said operator on file with the director.
  - E. The director shall have the sole discretion to determine whether a flying club is nonprofit or commercial. (Ord. 9979 Art. 4 § 64, 1970.)
- 19.04.660 Tenants and lessees - Posting of information.** All lessees and tenants shall maintain bulletin boards in conspicuous places for the purpose of posting the information of their personnel and customers, airport regulations and charges. Each tenant shall post on his bulletin board Workmen's Compensation notices, lists of physicians and the names of liability insurance carriers. (Ord. 9979 Art. 4 § 86, 1970.)
- 19.04.670 Traffic rules - Passengers, aircraft and equipment.**
- A. Persons shall not board or disembark from any aircraft on the landing or takeoff area.
  - B. Aircraft shall not be permitted to stop on or remain on any part of the landing or takeoff area. Engine operation when loading or unloading passengers is prohibited except in cases where FAA regulations permit.
  - C. Persons or equipment are not allowed on runways or taxiways except when authorized by the director. (Ord. 9979 Art. 4 § 69, 1970.)
- 19.04.680 Aircraft - Engine operation restrictions.**
- A. Aircraft engines shall not be started or run unless a qualified operator is at the control and effective brakes are on and locked or wheels blocked.
  - B. Aircraft engines shall not be operated in a manner or position that hangars, buildings, or other facilities, property or persons may be damaged or injured by such operation. (Ord. 9979 Art. 4 § 74, 1970.)

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**19.04.690 Brakes and blocking devices for aircraft and equipment.** Aircraft, passenger ramps, baggage trucks and other such portable equipment shall be equipped with brakes. In alternative cases, suitable blocking devices shall be securely set when equipment is not in use. (Ord. 9979 Art. 4 § 76, 1970.)

**19.04.700 Aircraft - Taxiing restrictions.**

- A. Pilots shall taxi their aircraft at a safe speed on taxiways, displaying extreme caution at all times.
- B. Aircraft shall not taxi onto the runways without first stopping to observe traffic and to wait for approaching aircraft to pass or land.
- C. Aircraft shall not be taxied into or out of hangars or push-in tiedown spots.
- D. Helicopters shall not air-taxi unless permitted by the director. (Ord. 9979 Art. 4 § 75, 1970.)

**19.04.710 Loading gates - Use restrictions.**

- A. The loading gate in front of the administration building or such other designated areas will be used only for the immediate loading or unloading of passengers, baggage, freight or cargo.
- B. Aircraft at the loading gate shall move out of the area as soon as loaded or unloaded.
- C. If an aircraft is delayed because of late passengers, equipment trouble, or for any other reason, the aircraft shall be moved to an area designated by the director. (Ord. 9979 Art. 4 § 71, 1970.)

**19.04.720 Freight and cargo handling.** The handling of freight and cargo will be done only in areas designated by the director. (Ord. 9979 Art. 4 § 72, 1970.)

**19.04.730 Aircraft - Parking and storage specifications.**

- A. Aircraft shall be stored and repairs made only in areas designated for that purpose by the director.
- B. Privately owned aircraft shall be parked only in the aircraft parking area or in a hangar.
- C. Flying school and rental aircraft shall be parked and operated from an area assigned them by the director.
- D. Visiting aircraft shall be parked in the aircraft parking area in positions assigned them by the director.
- E. At the direction of the director, the operator, owner or pilot of any aircraft on the airport shall move the aircraft from the place where it is parked or stored to any other place designated on the airport. If the operator refuses to comply with the director, the director shall order the aircraft moved or towed to such designated place at the operator's expense and without liability for damage to the county, its officers, employees or agents, that may result from such moving.
- F. Open parking spaces for aircraft shall not be used for toolboxes, ladders, storage lockers or other tools or equipment.
- G. Hangar entrances shall be kept clear at all times. (Ord. 9979 Art. 4 § 70, 1970.)



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- 19.04.740 Intoxicating liquor, narcotics or drugs - Restrictions.** No person who is under the influence of, or in possession of, Intoxicating liquor, narcotics or any dangerous drug (as now or hereafter listed in Section 4211 of the Business and Professions Code) shall board or operate any aircraft or motor vehicle upon an airport. (Ord. 9979 Art. 4 § 82, 1970.)
- 19.04.750 Aircraft - Unnecessary noise prohibited.** Aircraft shall be operated in a manner while on the ground or in flight so as to create the least amount of noise commensurate with safe operation. (Ord. 9979 Art. 4 § 66, 1970.)
- 19.04.760 Aircraft operation - Traffic pattern.**
- A. Unless otherwise authorized, all aircraft entering the landing pattern shall do so in compliance with the published flight pattern. Pilots shall maintain a proper interval, as provided in the FAA air traffic control manual, to avoid crowding of the runways on landing.
  - B. The director, unless superseded by other authority, by appropriate notice and clearances shall designate the traffic pattern altitude at each airport. (Ord. 9979 Art. 4 § 65, 1970.)
- 19.04.770 Aircraft operation - Take-offs and landings.**
- A. Pilots shall make an engine check at least 100 feet clear of the runway and visually check for landing traffic before entering the takeoff position.
  - B. Before taxiing an aircraft into position on the runway for takeoff, the final approach shall be clear.
  - C. All takeoffs and landings of aircraft shall be made on the runway only.
  - D. All initial takeoffs of aircraft shall be made from the end of the runway.
  - E. No aircraft shall land or take off in such a manner as to clear any public street at an altitude of less than 50 feet.
  - F. No 180-degree turns or turn-backs shall be made on the landing runway.
  - G. Aircraft landing at the airport shall make the landing runway available to others by leaving the line of traffic as promptly as possible.
  - H. The director may delay or restrict any flight or other operations at the airport, and may refuse takeoff clearance to any aircraft when necessary in the interest of safety.
  - I. The director, by appropriate notices, may restrict, regulate or entirely suspend student training, touch-and-go landings, practice takeoffs and landings, or simulated forced landings when required in the interest of safety. (Ord. 9979 Art. 4 § 68, 1970.)
- 19.04.780 Aircraft operation - Formation takeoffs and landings.** Formation takeoffs or landings shall not be permitted. (Ord. 9979 Art. 4 § 67, 1970.)
- 19.04.790 Unattended aircraft.** Aircraft shall not be left unattended unless properly tied down. Owners of such aircraft shall be held responsible for any damage resulting from failure to comply with this rule. (Ord. 9979 Art. 4 § 73, 1970.)

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- 19.04.800 Helicopter operations.** Helicopters shall land and take off from designated areas only. (Ord. 9979 Art. 4 § 77, 1970.)
- 19.04.810 Gliders - Towing restrictions.** A person shall not tow or pull a glider by airplane, motor vehicle or any other method where such towing or pulling is for the purpose of taking off unless approved by the director. (Ord. 9979 Art. 4 § 78, 1970.)
- 19.04.820 Aircraft - Agricultural activities prohibited.** No dusting, spraying of insecticide, or other flights of an agricultural nature shall be allowed from an airport. (Ord. 9979 Art. 4 § 84, 1970.)
- 19.04.830 Model aircraft - Operation prohibited.** No person shall fly or cause or permit the flying of model aircraft or any similar device on any airport. (Ord. 9979 Art. 4 § 88, 1970.)
- 19.04.840 Parachute jumping prohibited - Exception.** Parachute jumping within the confines of airport boundaries, flight patterns, approach zones or 45-degree entry legs, is prohibited unless prior approval is obtained from the FAA and the Division of Aeronautics of the state of California. (Ord. 9979 Art. 4 § 79, 1970.)
- 19.04.850 Aircraft - Maintenance and repair activities.**
- A. Aircraft may be maintained and repaired on county-owned airports in designated maintenance and repair areas and buildings, in leased areas and buildings, in tee hangars and tiedown spaces rented under aircraft storage license agreements, and in buildings or areas approved or assigned by the airport manager, subject to compliance with terms and conditions included in applicable leases or license agreements.
  - B. Aircraft maintenance and repair performed in the areas and buildings is authorized subject to compliance with appropriate Federal Aviation Regulations, government agencies as provided in Section 19.04.050 of this chapter, Building and Fire Codes, and airport regulations. Maintenance performed by commercial operators not otherwise authorized by lease license agreement or contract is permitted subject to compliance with Sections 19.04.520 and 19.04.580 of this chapter. (Ord. 10294 § 2, 1971: Ord. 9979 Art. 4 § 85, 1970.)
- 19.04.860 Aircraft - Washing facilities.** Aircraft shall be washed only in areas provided for that purpose, or in any other area so designated by the director. Arrangements for the use of these facilities shall be made in advance. (Ord. 9979 Art. 4 § 83, 1970.)
- 19.04.870 Aircraft - Fuel and oil.** The county of Los Angeles shall be the distributor for fuel and oil products on all airports. (Ord. 9979 Art. 4 § 89, 1970.)
- 19.04.880 Accident report requirements.** Witnesses of and participants involved in aircraft, vehicular or pedestrian accidents occurring on or within airport boundaries shall make a full report to the director as soon after the accident as practicable, and submit such information together with their names and addresses to complete required accident reports. (Ord. 9979 Art. 4 § 80, 1970.)
- 19.04.890 Damaged or disabled aircraft - Removal requirements.** The operator shall be responsible for the prompt removal of damaged or disabled aircraft or parts thereof unless required or directed to delay such action pending an investigation of the accident. In the event it shall become necessary for Los Angeles County airport personnel to move or have moved such disabled aircraft, or parts thereof, such removal shall be at the operator's expense, without liability to the county, its officers, employees or agents for damage which may result. (Ord. 9979 Art. 4 § 81, 1970.)

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- 19.04.900 Aircraft impound area - Placement conditions.** The director may establish an impound area on each airport to lock aircraft in place, and place therein any aircraft in possession of the county for which payment is owing to the county, and not paid on demand, for repairs, labor, supplies, materials or for storage of safekeeping; also for reasonable charges for the use of any landing aid and reasonable landing fee. The moving of such aircraft shall in no way obligate the county for any damages done. A \$ 10.00 charge for moving shall be added to the account. (Ord. 9979 Art. 4 § 90, 1970.)

### Part 5

#### MOTOR VEHICLE REGULATIONS<sup>3</sup>

##### Sections:

- 19.04.910 Operation regulations applicable.
- 19.04.920 Flight operations area restrictions.
- 19.04.930 Clearance of fire gate and entrance areas.
- 19.04.940 Loading areas.
- 19.04.950 Speed limits.
- 19.04.960 Crossing runways - Procedures.
- 19.04.970 Yield right-of-way to aircraft.
- 19.04.980 Parking restrictions.
- 19.04.990 Repairs and cleaning restricted.
- 19.04.1000 Bicycles and certain other vehicles prohibited - Exceptions.

- 19.04.910 Operation regulations applicable.** Motor vehicles shall be operated on an airport in strict accordance with the motor vehicle laws of the state of California and local jurisdictions. In addition thereto, the following regulations set forth in this Part 5 pertaining to operation of motor vehicles on airports shall apply. (Ord. 9979 Art. 5 § 91, 1970.)

**19.04.920 Flight operations area restrictions.**

- A. Motor vehicles shall not be permitted on the airport flight operations area except by prior approval of the director.
- B. All motor vehicles in daily use on the flight operations area shall be painted as set forth in the Federal Aviation Administration Regulations (FARs) or subsequent FARs.
- C. Other motor vehicles having occasion to enter the flight operations area shall display a flag above the vehicle. This flag shall be not less than three feet square, consisting of a checkered pattern of orange and white squares of not less than one foot on a side with the orange squares appearing at the corners and in the center of the flag. (Ord. 9979 Art. 5 § 92, 1970.)

- 19.04.930 Clearance of fire gate and entrance areas.** All fire gates and entrances shall be kept clear of motor vehicles at all times. (Ord. 9979 Art. 5 § 99, 1970.)

- 19.04.940 Loading areas.** All motor vehicles shall load and unload only at locations designated by the director. (Ord. 9979 Art. 5 § 97, 1970.)

- 19.04.950 Speed limits.** Motor vehicles shall be operated on established streets and roadways in strict compliance with speed limits posted on traffic signs, and in any event shall not be in excess of 25 miles per hour, and shall at all times be operated in a proper and safe manner. On passenger loading ramps

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and in areas immediately adjacent to hangars, speed shall not exceed 10 miles per hour. (Ord. 9979 Art. 5 § 93, 1970.)

- 19.04.960 Crossing runways - Procedures.** The operator of a motor vehicle authorized to enter taxiways or runways shall exercise caution so as to keep clear of aircraft and shall follow the directions of the control tower, if any. (Ord. 9979 Art. 5 § 94, 1970.)
- 19.04.970 Yield right-of-way to aircraft.** Motor vehicular traffic shall yield the right-of-way to aircraft. (Ord. 9979 Art. 5 § 95, 1970.)
- 19.04.980 Parking restrictions.** Motor vehicles shall not be parked on an airport other than in the manner and at locations designated by the director. (Ord. 9979 Art. 5 § 98, 1970.)
- 19.04.990 Repairs and cleaning restricted.** No person shall clean or make any repairs to motor vehicles anywhere on an airport, except those minor repairs necessary to remove such motor vehicles from an airport. (Ord. 9979 Art. 5 § 100, 1970.)
- 19.04.1000 Bicycles and certain other vehicles prohibited - Exceptions.** Bicycles, and other two- or three-wheel vehicles are strictly prohibited except when used in the conduct of business, such as transportation to an airport, or if approved by the director. (Ord. 9979 Art. 5 § 96, 1970.)

### Part 6

## FIRE REGULATIONS<sup>5</sup>

### Sections:

- 19.04.1010 Fire equipment requirements.
- 19.04.1020 Smoking and open-flame operations.
- 19.04.1030 Flammable materials - Use restrictions.
- 19.04.1040 Cleanliness of premises and equipment.
- 19.04.1050 Flammable rags and waste.
- 19.04.1060 Operations involving fire hazards.

### **19.04.1010 Fire equipment requirements.**

- A. Adequate and readily accessible fire extinguishers shall be provided by lessees, and maintained in proper working order. Each fire extinguisher shall carry a suitable tab showing date of most recent inspection.
- B. Use of any fire equipment, no matter how trivial, shall be reported to the director immediately after use. (Ord. 9979 Art. 6 § 101, 1970.)

### **19.04.1020 Smoking and open-flame operations.**

- A. Smoking or lighting of open flames shall be prohibited in the following locations:
  - 1. Places with posted "no smoking" signs;
  - 2. On ramps or aprons;
  - 3. Within 50 feet of fuel trucks or fuel-loading stations.

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- B. Persons shall not be permitted to conduct any open-flame operations in any building, or part thereof, except those specifically rented for repair-shop purposes, unless specifically authorized by the director.
- C. Open flames, unprotected lightbulbs, blowtorches, heaters, welding, or other causes of fire or sources of sparks shall not be permitted within a distance of 100 feet while any fuel filling or draining operations are being conducted, or at any distance where ignition of fuel vapor is possible. (Ord. 9979 Art. 6 § 102, 1970.)

### **19.04.1030 Flammable materials - Use restrictions.**

- A. No person shall keep, store, use or discard any flammable liquids, gases, signal flares or other similar material in hangars or in any building on any airport; however, such materials may be kept in aircraft in the proper receptacles installed in the aircraft for such purpose, or in rooms or areas specifically approved for such storage by the director.
- B. No cylinder or flask of compressed flammable gas shall be kept or stored except at such place as may be designated by the director.
- C. No gasoline shall be stored aboveground or brought upon the premises of an airport except by persons duly authorized by the director.
- D. Extreme caution shall be observed in handling paints, thinners and other flammable substances.
- E. The process of fabric preparation or painting shall not be carried on in any hangar or building other than those specifically approved for the purpose.
- F. No aircraft shall be fueled or drained while in a hangar or other enclosed place. Fueling shall be done in such a manner and with such equipment that adequate connections for the grounding at a point of zero electrical potential shall be continuously maintained during such times.
- G. No person shall use flammable volatile liquids in cleaning operations unless such cleaning operations are conducted in open air and 50 feet or more away from any other airplane, equipment or building.
- H. Aircraft or aircraft engines shall not be cleaned or degreased unless such operations are done in maintenance areas properly equipped to handle such works, or in a space designated for such purpose by the director. (Ord. 9979 Art. 6 § 103, 1970.)

### **19.04.1040 Cleanliness of premises and equipment.**

- A. Hangars and building space shall be kept clean inside and out.
- B. Hangar floors, gasoline pits and trucks shall be kept clean and free of excess gasoline, grease and other flammable liquids, solids or gases.
- C. Floors shall be kept clean and free of oil, and no volatile or flammable solvent shall be used for cleaning floors. (Ord. 9979 Art. 6 § 104, 1970.)

### **19.04.1050 Flammable rags and waste.**

- A. Lessees of hangars or other airport areas shall provide suitable metal receptacles for the storage of oily waste, rags and other rubbish. All such waste or rubbish shall be removed by the lessee at frequent

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intervals. In garages, shops or other buildings operated or maintained by the airport, the above and other rules prescribed by the director shall be observed by employees on the airport engaged in operation or maintenance of such garages, shops or other buildings.

- B. Boxes, crates, rubbish, paper or other litter shall not be permitted to accumulate in or about any hangar, and all oil, paint, varnish cans, bottles or other containers shall be removed from the hangar immediately upon being emptied.
- C. Any spilled gasoline in enclosures shall be wiped up immediately. The cleaning rags shall be disposed of promptly and the space ventilated. (Ord. 9979 Art. 6 § 105, 1970.)

**19.04.1060 Operations involving fire hazards.** When any operation involving fire hazard not specifically covered by any regulation contained in this chapter constitutes an unsafe practice, in the opinion of the director, the operator shall cease such operation immediately upon notice. (Ord. 9979 Art. 6 § 106, 1970.)

### Chapter 19.08

#### AIRPORT HAZARDS

##### Sections:

- 19.08.010 Definitions.
- 19.08.020 Board of supervisors findings.
- 19.08.030 High-tension electrical lines prohibited where.
- 19.08.040 Exceptions to chapter applicability.
- 19.08.050 Violation - Penalty.
- 19.08.060 Severability.

**19.08.010 Definitions. As used in this chapter:**

- A. "Airport" means any area of land or water which is used or intended for use for the landing and taking-off of aircraft.
- B. "Person" means any individual, firm, copartnership, joint adventure, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, this and any other county, city and county, municipality, district or other political subdivision, or any other group or combination acting as a unit. (Ord. 6703 §§ 2 and 3, 1955.)

**19.08.020 Board of supervisors findings.** The board of supervisors finds that high-tension wires carrying in excess of 66,000 volts in close proximity to airports present an extreme hazard to human life because of the possibility of contact with such wires by planes due to engine failure or other difficulties. (Ord. 6703 § 1, 1955.)

**19.08.030 High-tension electrical lines prohibited where.** A person shall not construct, establish or maintain any high-tension line carrying more than 66,000 volts of electricity within 2,000 feet of the outer boundaries of any airport unless all parts of such wire or wires are not more than 65 feet above the highest portion of such outer boundaries of the airport. (Ord. 6703 § 4, 1955.)

**19.08.040 Exceptions to chapter applicability.** This chapter does not apply to any high-tension line existing on June 14, 1955, the day that the ordinance codified in this chapter was adopted, unless the voltage in such line is subsequently increased or such line is raised or its position changed so as to bring it nearer to the outer boundaries of any airport. (Ord. 6703 § 5, 1955.)

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- 19.08.050 Violation - Penalty.** Violation of this chapter is punishable by a fine of not more than \$500.00 or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. Each day during any portion of which any violation of any provision of this chapter is committed, continued or permitted is a separate offense. (Ord. 6703 § 7, 1955.)
- 19.08.060 Severability.** If any portion of the ordinance codified in this chapter or the application thereof to any person or circumstance is held invalid, the remainder of such ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. (Ord. 6703 § 6, 1955.)

<sup>1</sup> *For statutory provisions on county airports, see Gov. Code § 26020 et seq. and § 50470 et. seq. For county Aero Museum, see Ch. 2.90 of this code. For interference with airport operation, see Ch. 13.14.*